



July 12, 2023

**RP026-23  
REQUEST FOR PROPOSAL**

The Gwinnett County Board of Commissioners is soliciting competitive sealed proposals from qualified contractors for the **Provision of On-Demand Fabrication and Installation of Gwinnett Trails Signage on an Annual Contract** with four (4) additional one-year options to renew for the Gwinnett County Department of Community Services.

Proposals must be returned in a sealed container marked on the outside with the Request for Proposal number and Company Name. Proposals will be received until **2:50 p.m. local time on August 4, 2023** at the Gwinnett County Financial Services - Purchasing Division – 2<sup>nd</sup> Floor, 75 Langley Drive, Lawrenceville, Georgia 30046. Any proposal received after this date and time will not be accepted. Proposals will be publicly opened and only names of submitting firms will be read at 3:00 p.m. A list of firms submitting proposals will be available the following business day on our website [www.gwinnettcounty.com](http://www.gwinnettcounty.com).

A Webex pre-proposal meeting is scheduled for **10:00 A.M. local time on July 19, 2023**. To access, dial 1-408-418-9388, enter Access Code 2336 726 6839. All interested parties are urged to attend. Questions regarding proposals should be directed to Jake Scarpone, Purchasing Associate II, at [Jake.Scarpone@gwinnettcounty.com](mailto:Jake.Scarpone@gwinnettcounty.com) or by calling 770-822-8722 no later than **July 21, 2023**. Proposals are legal and binding upon the Consultant when submitted. One unbound single-sided original, four (4) exact copies, and one electronic pdf copy on flash drive should be submitted.

Successful Consultant will be required to meet insurance requirements. The Insurance Company should be authorized to do business in Georgia by the Georgia Insurance Department and must have an A.M. Best rating of A-5 or higher.

Gwinnett County does not discriminate on the basis of disability in the admission or access to its programs or activities. Any requests for reasonable accommodations required by individuals to fully participate in any open meeting, program or activity of Gwinnett County Government should be directed to the ADA Coordinator, Gwinnett County Justice and Administration Center, 770-822-8165.

The written proposal documents supersede any verbal or written prior communications between the parties. Selection criteria are outlined in the request for proposal documents. Gwinnett County reserves the right to reject any or all proposals, to waive technicalities, and to make an award deemed in its best interest.

Award notification will be posted after award on the County website, [www.gwinnettcounty.com](http://www.gwinnettcounty.com) and companies submitting a proposal will be notified via email. We look forward to your proposal and appreciate your interest in Gwinnett County.

Jake Scarpone  
Purchasing Associate II

**The following pages should be returned with your proposal:**

**Cost Proposal, Page 11-12  
(To be submitted in a separate sealed envelope)  
Contractor Information, Page 13  
References, Page 14  
List of Subcontractors, Page 15  
Contractor Affidavit, Page 16  
Ethics Affidavit, Page 17**

**REQUEST FOR PROPOSAL**  
**PROVISION OF ON-DEMAND FABRICATION AND INSTALLATION OF GWINNETT TRAILS SIGNAGE**

**I. SCOPE OF WORK**

**A. General**

The work for which proposals are invited consists of all labor, material, and equipment to complete the construction drawings, fabrication signs, and installation of signs in the Fabrication and Installation of Gwinnett Trails Wayfinding and Signage on an on-demand basis. Although this is an on-demand contract for the entire Gwinnett Trails system, it is anticipated that the signage fabricator will be responsible for the construction drawings, fabrication, and installation of signs along five (5) trails during the first year of the on-demand contract: Ivy Creek Greenway, Eastern Regional Greenway, Singleton Greenway Phase 1, Commerce Drive, and Western Gwinnett Pathway. This list is the currently anticipated needs for the first year of the on-demand contract and is subject to change based on County needs.

The construction/shop drawings that have been previously developed for six (6) of the twelve (12) signage types are provided for reference in Exhibit A of this RFP. In the provided shop drawing PDF are orange comments for adjustments needed to the previous design based on the initial signage install on the Harris Greenway Trail. Manufacturer names, trade names, brand names and/or catalog numbers used in these bid documents are for the purpose of describing and establishing general performance and quality levels. Such references are not intended to be restrictive.

The signage fabricator will be responsible for providing full, detailed, color shop drawings for the remaining six (6) signage types for which shop drawings have not been provided, as well as incorporating modifications into the previously developed shop drawings. New and revised shop drawings must clearly indicate how the design intent of the signs will be maintained through fabrication and installation and show a commitment to ensuring durability and low maintenance on the part of the County. There is a potential for additional signage typologies to be developed over the life of the contract, which will require coordination with the Gwinnett Trails Implementation Program Management team and the Gwinnett County Department of Community Services; additional signage typologies will require additional construction/shop drawings to be developed by the fabricator. These services should be accounted for in the Miscellaneous line items of the Cost Proposal of the proposal submittal.

**B. Sign Installation**

Before the installation of signage for any specific trail/trail segment begins, the signage fabricator will be required to conduct a site visit with the Gwinnett Trails Implementation Program Management team and Gwinnett County Department of Community Services staff.

A complete description and specification of the sign structural support posts will be prepared by the fabricator and provided in all new and revised shop drawings, allowing for adjustments based on each trail segment's unique context and needs, as applicable. It will be the responsibility of the successful fabricator to provide support posts, base, or cabinet

of sufficient structural strength, anchored to the sign and into the ground at a depth and/or in a manner that is sufficient to prevent them from being damaged by wind gusts, affected by local freeze/thaw cycles, or removed by vandals. The signage fabricator must show a commitment to durability and low maintenance. Sign design and installation must meet all Americans with Disabilities Act (ADA) compliance guidelines, as applicable.

The selected signage fabricator will be responsible for the installation of signage to meet the County's standards and needs. Although the standards have been established through the development of the initial signage suite and refined through prototyping, it is anticipated that further refinements and definitions may need to be developed to respond to various contexts and emerging needs. The selected signage fabricator will work with the Gwinnett Trails Implementation Program Management Team and Gwinnett County Department of Community Services staff on future standard refinements and definitions to ensure the Gwinnett Trails signage standards remain responsive to the system's needs. Below are details on standards currently utilized by Gwinnett County's Parks and Recreation Division for signage with the Gwinnett Parks system—these same standards are intended to be upheld for the Gwinnett Trails system signage.

**a. Fabrication Standards**

1. It is intended that all finished work be of the highest quality to pass eye-level examination and scrutiny by the County representative.
2. Construct all work to eliminate burrs, cuttings edges, and sharp corners.
3. Finish welds on exposed surfaces shall be imperceptible in the finished work.
4. Except as indicated or directed otherwise, finish all surfaces smooth.
5. Surfaces, which are intended to be flat, shall be without bulges, oil canning, or other physical deformities.
6. Surfaces, which are intended to be curved, shall be smoothly free flowing to required shapes.
7. Except where approved otherwise by County representative, conceal all fasteners.
8. Make access panels tight-fitting and flush with adjacent surfaces.
9. All material shall be new stock, free from defects impairing strength, durability, and appearance.
10. No fabrication of installation materials or procedure shall be used that will in any way change the visual quality or in any manner have an adverse effect on existing materials and surfaces.

11. All adhesives shall be used in accordance with recommendations made by the manufacturer of the materials to be laminated or adhered. Adhesives shall not change the color of nor deteriorate the materials to which they are applied.
12. Sign faces must be clean and free of glue or other foreign material. Edges to be smooth and straight.
13. Painted surfaces to be resistant to crazing, peeling, scratching and fading. All coatings shall conform to manufacturer's requirements.
14. All lettering shall be executed in such manner that all edges and corners of finished letterforms are true, sharp and clean. Letterforms with rounded positive or negative corners, edge build-up, bleeding, saw tothing, pinholes, etc., will not be accepted.
15. County representative must approve sign text prior to fabrication.
16. All vinyl letters or silk-screening shall be on the top surface of the recommended material unless otherwise specified on the drawings.
17. All letterforms shall be aligned as to maintain a base line parallel to the sign format unless otherwise noted.
18. All inks and paints required for engraving or silkscreen and imprinted surfaces shall be of a type made for the surface material on which it is applied and recommended by the manufacturer of the ink or paint. Exact identification on all inks and paints shall be noted on the shop drawings (if applicable), together with date describing the method of application, if other than "air drying."
19. No paints or inks or adhesives that will fade, discolor, or delaminate as a result of proximity to ultraviolet light source or heat shall be used.
20. All inks and paints shall be evenly applied and without pinholes, scratches, orange peeling, application marks, and other defects.
21. Cleaning of any kind, prime coats or other surface pre-treatment, where recommended by the manufacturer for inks and paints, shall be included at no extra cost to the County.
22. Carefully follow manufacturer's recommended fabricating procedures regarding expansion, contraction, fastening, and restraining of acrylic plastic or glass.
23. Exercise care to assure that polished and plated surfaces are unblemished in the finished work.

24. Isolate dissimilar materials. Exercise particular care to isolate non-ferrous metals from ferrous metals.

25. All cleaning to leave sign surface and graphics intact.

**b. Installation Standards**

1. The contractor is responsible for verifying locations of new signs via site visit with County staff and/or the Gwinnett Trails Implementation team. Sign locations are to be identified by longitude and latitude in coordination with the Gwinnett Trails team and the siting locations approved by the County representative.
2. Sign installation work shall be under the direct supervision of a journeyman sign erector as requested by County representative.
3. Securely anchor work in location using appropriate anchoring methods either approved on design standard drawings or as directed by county representative. Use "tamper/vandal proof" and or "lockable" bolt assembly hardware. All hardware in locations subject to moisture or other corrosive elements are to be stainless steel. All attachment hardware is to be painted to match color of surrounding area.
4. In addition to specifications in Design Standards, sign installation shall include sign erection, mounting hardware, removal and disposal of existing signs, touch up and site cleanup. Seed and straw graded areas at sign bases.
5. All signs are to be wiped clean of fingerprints, dust, or other surface soiling upon completion of installation.
6. The designated County representative is the final arbiter on interpretation of the documents. Questions concerning format, actual message copy, and actual sign location should be forwarded to the County representative in writing. Decision by the County representative as to compliance will be final.
7. When required because of size or weight of sign, provide lifting eyes as an integral part of design. Lifting eyes shall be inconspicuous in the finished work as approved by County representative.
8. Requirements of regulatory agencies: Comply with all Life Safety and State of Georgia Building codes and all legal requirements having jurisdiction over the project. Notify the County representative of any conflicts between the specifications and such agencies.

c. **Warranty Standards**

1. Warrant all work against failure because of faulty materials, workmanship, and design for a period of one year from date of substantial completion indicated by the County representative.
2. Fading, cracking, warping, peeling, delamination, rusting, corroding, and structural failure, including distortion by whatever cause, shall be construed to mean failure because of faulty materials and workmanship. This warranty shall apply to all work; sign and posts.
3. Failures during the warranty period shall be repaired or replaced to the satisfaction of the County representative at no cost.

**C. Permitting**

This will be a free permit, but the fabricator is required by the County to proceed through the permitting process. Owner shall pay all charges of utility owners for connections for providing permanent service to the work.

**D. Georgia 811**

It shall be the responsibility of the successful fabricator to locate and mark underground utilities prior to any site excavation for the installations of the signs by calling 770-623-4344 or contacting your Georgia 811 liaison. Any adjustment to the sign location due to utility conflicts must be approved by the County and the Project Landscape Architect.

**E. Examination of Site and Specifications**

Each contractor shall, before submitting its proposal, carefully inspect in detail the work sites described herein and the surrounding area and shall familiarize itself with all conditions under which the work is to be performed; with the obstacles, unusual conditions, or difficulties that may be encountered, whether or not referred to in the contract; and with all other relevant matters concerning the work site and the surrounding area, including subsurface, underground, and other concealed conditions. The proposer whose submittal is accepted will be responsible for all errors in its proposal, including those resulting from its failure or neglect to make a thorough examination and investigation of the contract form or the conditions of the work site and the surrounding area. They shall fully inform themselves as to the quality and quantity of equipment required and the character of the work.

The County and its agents assume no responsibility whatsoever in respect to the sufficiency or accuracy of this information, and there is no guarantee, either expressed or implied, that the conditions or locations indicated are representative of those existing throughout the work, or that unanticipated situations may not occur. If their proposal is accepted, the proposer is responsible for all errors in their proposal resulting from their

failure or neglect to comply with these instructions. The County will in no case be responsible for any change in anticipated profits resulting from such failure or neglect.

#### **F. Piggybacking**

Gwinnett County may receive requests from any of the sixteen (16) cities or five (5) Community Improvement Districts (CIDs) within the County limits for the fabrication and installation of additional Gwinnett Trails Wayfinding and Signage through the on-demand contract. The successful fabricator will be able to respond to these additional requests to fabricate and install the additional signage in a timely fashion with identical quality, specifications, and scope to the initial Gwinnett Wayfinding and Trails Signage.

#### **G. Meeting Expectations**

The selected signage fabricator is expected to meet delivery timeline and quality expectations established by the Gwinnett County Department of Community Services. The delivery timeline will be communicated when the request for providing services for a specific trail/trail segment or other on demand need is made; the fabricator is to communicate any concerns or issues with the provided timeline.

The County may terminate the selected signage fabricator for cause/inability to meet the County's expectations without proper communication and/or issue resolution.

#### **H. Delivery Expectations**

Delivery days ARO shall not exceed forty-five (45) days unless the user department is placing a substantial size order and alternate delivery time is mutually agreed upon by vendor and County representative.

#### **I. Invoicing Expectations**

Invoices must reference the Purchase Order number and include the dates and locations (if applicable) where work was performed. The invoice must be itemized by the line items in the contract. Back up documentation such as material receipts to substantiate markup charges is to be made available upon request.

Cost of rental equipment will be reimbursed at cost but requires prior approval by Gwinnett County representative. Failure to do so will be the contractor's responsibility.

## **II. PROPOSAL SUBMITTAL REQUIREMENTS**

### **A. General Requirements**

1. Individuals, firms, and businesses seeking an award of a Gwinnett County contract may not initiate or continue any verbal or written communications regarding a solicitation with any County officer, elected official, employee or other County representative without permission of the Purchasing Associate named in the

solicitation between the date of the issuance of the solicitation and the date of the final contract award by the Board of Commissioners. Violations will be reviewed by the Purchasing Director. If determined that such communication has compromised the competitive process, the offer submitted by the individual, firm or business may be disqualified from consideration for award. This is to insure that all prospective respondents have the same level of knowledge of the project as well as ensuring the additional data is made available to all proposers.

2. One (1) unbound original (marked as the "original"), four (4) bound copies, and one (1) thumb drive in Adobe PDF format of your proposal should be submitted. Proposals shall be submitted in a sealed envelope/package. Within the sealed package, the cost proposal must be enclosed in its own envelope, marked "Cost Proposal" on the outside of the envelope and sealed to keep it separate from the other proposal components. All copies of the proposal should be identified with the proposal number, date of opening, and the proposing company's name. All copies of the proposal must be identical. The full cost of proposal preparation is to be borne by the proposing contractors. Proposals must be signed in ink by a company official who has authorization to commit company resources.
3. Proposals shall be submitted in a sealed envelope/package. Envelope/package shall be addressed to Gwinnett County Purchasing Division, Gwinnett Justice and Administration Center, Second Floor, 75 Langley Drive, Lawrenceville, Georgia 30046 and shall be identified with the proposal number, date of opening and company name on the outside.
4. Proposals submitted are not publicly available until awarded by the Gwinnett County Board of Commissioners. All proposals and supporting materials as well as correspondence relating to this RFP become property of Gwinnett County when received. Any proprietary information contained in the proposal should be so indicated. However, a general indication that the entire contents, or a major portion, of the proposal is proprietary will not be honored.
5. Gwinnett County reserves the right to reject any or all proposals, in whole or in part, to negotiate changes in the scope of services and to waive any technicalities as deemed in its best interest.
6. Gwinnett County Request for Proposal documents are posted on the Gwinnett County web site in PDF format for interested parties to download. It is also the sole responsibility of all interested parties to download any applicable addenda for a solicitation via the Gwinnett County web site.

### **III. CONTENT AND FORMAT OF SUBMITTALS**

Proposals shall be enclosed in a sealed package with the name and address of the proposer, the date and hour of opening, and the request for proposal number on the face of the package. Telegraphic/faxed proposals will not be considered. Within the sealed package, the cost



proposal must be enclosed in its own sealed envelope sealed to keep it separate from the other proposal components and marked "COST PROPOSAL" on the outside of the envelope.

#### **A. Technical Proposal**

The Contractor's Proposal shall be responsive to the specific range of issues described herein. Contractors are asked to read the Request for Proposal carefully to ensure that they address the specific requirements of this Request and submit all requested information. Proposing Contractors will be evaluated and scored based on the information provided in their proposals as it relates to this Request. Any additional information provided by the proposing firms will not be considered and is discouraged. The Contractor's Proposal shall be organized in the order and format described below. Each proposal shall include the following information.

##### **a. Introductory Letter**

1. Provide a letter of transmittal that briefly states the proposer's desire to be considered for the fabrication and installation contract, a brief understanding of the work to be done, and a positive.
2. List the name, title, address and phone number of the Project Manager.
3. List the name and title of the officer authorized to make representations for the proposer; provide an original ink signature by the officer authorized to sign, date, and submit the proposal; describe your qualifications and the qualifications of each sub-contractor (if any).

##### **b. Statement of Qualifications**

1. A detailed description of similar projects successfully completed by the contractor/joint venture in the past three to five years and a detailed description of results of that work; include the name and telephone number of a contact person for each client who can verify the information provided.  
\*Note similar current projects and percent complete.

2. Listing of all projects of similar size and scope completed within the past five years.

3. Company's ability to quickly produce and install signage.

Provide a realistic milestone schedule for design, proofs, and on-site work.

4. Example of typical shop drawings produced by your company.

##### **c. Understanding and Approach**

Company's detailed understanding and approach of the work to be done.

**d. References**

Using the form included, provide a list of at least three clients with contact names, addresses, phone numbers, and brief descriptions and dates for projects where relevant work was performed within the last five (5) years.

**B. Cost Proposal (To Be Submitted in a Separate Sealed Envelope)**

Submit the attached Cost Proposal in a separate sealed envelope as described elsewhere herein.

**IV. SELECTION PROCEDURES**

Proposals will be evaluated based on their relative responsiveness to the criteria described above and with the values as shown below:

| Criteria  |  | Points     |
|---|--|------------|
| <b>Phase I: Technical:</b> Initially, proposals will be evaluated based on their relative responsiveness to the criteria described below and will be scored based on the point values as shown:   |  |            |
| 1   | <b>Statement of Qualifications</b>                     | 50         |
|   | a. Similar Projects (15 points)                        |            |
|   | b. Overall Projects in the Last Five Years (10 points) |            |
|   | c. Ability to Quickly Produce & Install (15 points)    |            |
|   | d. Shop Drawings of Previous Work (10 points)          |            |
| 2   | <b>Understanding and Approach</b>                      | 15         |
| 3   | <b>References – Comparability and Quality</b>          | 10         |
| Sub-Total   |  | 75         |
| <b>Phase II: Cost Proposal: The Proposals will be evaluated in order to select the contractor(s) which rate highest according to the criteria listed in Items 1-3 above. The selection committee may then short list the highest scoring contractors. The Cost Proposals of the shortlisted contractors will then be opened and scored.</b>   |  | 25         |
| Sub-Total   |  | 100        |
| <b>Phase III: Optional Interviews:</b> Contractors may be short-listed for further consideration. At the Department’s discretion, interviews may be required of the short-listed contractors. If interviews are required, the County will issue information regarding format and desired areas of emphasis to all short-listed contractors and 0-10 will be assigned on the basis of interview results. |  | 10         |
| <b>TOTAL</b>  |  | <b>110</b> |
| If a satisfactory Contract cannot be negotiated with the highest ranked proposer, negotiations may then be undertaken with the second ranked proposer and so on.  |  |            |

**COST PROPOSAL**  
**(to be submitted in a separate sealed envelope)**

| <b>SECTION A: Purchase/Fabrication – Unit pricing to include all materials and labor necessary to furnish, deliver, and install the requested signage at various location.</b> |  |                           |                   |              |  |
|--|--|---------------------------|-------------------|--------------|--|
| <b>ITEM #</b>  | <b>DESCRIPTION</b>                                       | <b>APPROX. ANNUAL QTY</b> | <b>UNIT PRICE</b> | <b>TOTAL</b> |  |
| 1  | TH - Trailhead   | 9 EA                      | \$                | \$           |  |
| 2  | R – Roadside   | 9 EA                      | \$                | \$           |  |
| 3  | DW T1 – Wayfinding and Directional – Tier 1              | 29 EA                     | \$                | \$           |  |
| 4  | DW T2-S – Wayfinding and Directional - Tier 2/Sculptural | 29 EA                     | \$                | \$           |  |
| 5  | DW T2 - Wayfinding and Directional - Tier 2/Traditional  | 29 EA                     | \$                | \$           |  |
| 6  | RR - Rules and Regulatory                                | 9 EA                      | \$                | \$           |  |
| 7  | EI T1 - Educational/Interpretive - Tier 1                | 13 EA                     | \$                | \$           |  |
| 8  | EI T2 - Educational/Interpretive - Tier 2                | 13 EA                     | \$                | \$           |  |
| 9  | B - Decorative Branding - Banners                        | 30 EA                     | \$                | \$           |  |
| 10   | E - Decorative Branding - Emblems                        | 20 EA                     | \$                | \$           |  |
| 11   | HL - Decorative Branding - Help Locator Post             | 50 EA                     | \$                | \$           |  |
| 12   | MM - Decorative Branding - Decorative Mile Marker        | 10 EA                     | \$                | \$           |  |
| <b>SECTION A TOTAL</b>   |  |                           |                   | <b>\$</b>    |  |
| <b>SECTION B: Shop Drawings and Shop Drawing Revisions</b>   |  |                           |                   |              |  |
| 1  | Existing Shop Drawings Revisions                         | 3 EA                      | \$                | \$           |  |
| 2  | DW T1 – Wayfinding and Directional – Tier 1              | 1 EA                      | \$                | \$           |  |
| 3  | DW T2-S – Wayfinding and Directional - Tier 2/Sculptural | 1 EA                      | \$                | \$           |  |
| 4  | EI T1 - Educational/Interpretive - Tier 1                | 1 EA                      | \$                | \$           |  |
| 5  | EI T2 - Educational/Interpretive - Tier 2                | 1 EA                      | \$                | \$           |  |
| 6  | B - Decorative Branding - Banners                        | 3 EA                      | \$                | \$           |  |
| 7  | E - Decorative Branding - Emblems                        | 4 EA                      | \$                | \$           |  |
| <b>SECTION B TOTAL</b>   |  |                           |                   | <b>\$</b>    |  |

**COST PROPOSAL CONTINUED**  
**(to be submitted in a separate sealed envelope)**

| <b>SECTION C: Miscellaneous Services – Unit pricing for miscellaneous sign work, repairs not included in other sections, and materials mark-up</b> |   |                           |                   |              |
|--|---|---------------------------|-------------------|--------------|
| <b>ITEM #</b>  | <b>DESCRIPTION</b>  | <b>APPROX. ANNUAL QTY</b> | <b>UNIT PRICE</b> | <b>TOTAL</b> |
| 1  | Hourly Labor Rate – One Man Crew  | 120 HR                    | \$                | \$           |
| 2  | Hourly Labor Rate – Two Man Crew  | 120 HR                    | \$                | \$           |
| 3  | Service Vehicle – Hourly rate may include, but not limited to, demolition concrete coring, lifting, and miscellaneous equipment | 120 HR                    | \$                | \$           |
| 4  | Hourly Labor Rate – Technical and Artistic Services   | 120 HR                    | \$                | \$           |
| 5  | Miscellaneous Materials Mark-up for Material Not Included in Specifications (Not to Exceed 10%)                                 | \$10,000.00               | %                 | \$           |
| <b>SECTION C TOTAL</b>   |   |                           |                   | \$           |
| <b>GRAND TOTAL (THIS TOTAL WILL BE SCORED)</b>   |   |                           |                   | \$           |

Certification of Non-Collusion in Bid Preparation \_\_\_\_\_  
(Signature) (Date)

In compliance with the attached specifications, the undersigned offers and agrees, if this quote is accepted by the Board of Commissioners within one hundred and twenty (120) days of the date of quote opening, to furnish any or all of the items upon which prices are quoted, at the price set opposite each item, delivered to the designated point(s) within the time specified in the quote schedule. By submission of this quote, I understand that Gwinnett County uses Electronic Payments for remittance of goods and services. Vendors should select their preferred method of electronic payment upon notice of award. For more information on electronic payments, please refer to the [Electronic Payment](#) information in the instructions to bidders.

Legal Business Name \_\_\_\_\_

Address \_\_\_\_\_

Does your company currently have a location within Gwinnett County? Yes  No

Representative Signature \_\_\_\_\_

Print Authorized Representative's Name \_\_\_\_\_

Telephone Number \_\_\_\_\_

Email Address \_\_\_\_\_

Contact Person \_\_\_\_\_  
 (if someone other than the authorized representative listed above)

Telephone Number \_\_\_\_\_ Email Address \_\_\_\_\_

**CONTRACTOR INFORMATION**

Please include this page as part of the proposal document and **NOT with the Cost Proposal.**

Legal Business Name \_\_\_\_\_  
*(If your company is an LLC, you must identify all principals to include addresses and phone numbers in your submittal)*

Address \_\_\_\_\_

Does your company currently have a location within Gwinnett County? Yes  No

Representative Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

Telephone Number \_\_\_\_\_ Fax Number \_\_\_\_\_

E-mail address \_\_\_\_\_

*FAILURE TO RETURN THIS PAGE AS PART OF YOUR BID DOCUMENT MAY RESULT IN REJECTION OF PROPOSAL*

**REFERENCES**

Provide three (3) satisfactory references where work has been completed with a scope and size similar as the proposed project within the past five (5) years. Each reference should include the customer name, address with current contact information, dates/duration of the project and a brief description of the project.

Note: References should be customized for each project, rather than submitting the same set of references for every project bid. The references listed should be of similar size and scope of the project being bid on. Do not submit a project list in lieu of this form.

1. Customer Name/Address \_\_\_\_\_  
 Brief Description of Project \_\_\_\_\_  
 Completion Date \_\_\_\_\_  
 Contract Amount \$ \_\_\_\_\_ Start Dates \_\_\_\_\_  
 Contact Person \_\_\_\_\_ Telephone \_\_\_\_\_  
 E-Mail Address \_\_\_\_\_
  
2. Customer Name/Address \_\_\_\_\_  
 Brief Description of Project \_\_\_\_\_  
 Completion Date \_\_\_\_\_  
 Contract Amount \$ \_\_\_\_\_ Start Date \_\_\_\_\_  
 Contact Person \_\_\_\_\_ Telephone \_\_\_\_\_  
 E-Mail Address \_\_\_\_\_
  
3. Customer Name/Address \_\_\_\_\_  
 Brief Description of Project \_\_\_\_\_  
 Completion Date \_\_\_\_\_  
 Contract Amount \$ \_\_\_\_\_ Start Date \_\_\_\_\_  
 Contact Person \_\_\_\_\_ Telephone \_\_\_\_\_  
 E-Mail Address \_\_\_\_\_

Company Name \_\_\_\_\_





**RP026-23, Provision of On-Demand Fabrication and Installation of Gwinnett Trails Signage on an Annual Contract**

**CONTRACTOR AFFIDAVIT AND AGREEMENT  
(THIS FORM SHOULD BE FULLY COMPLETED AND RETURNED WITH YOUR SUBMITTAL)**

By executing this affidavit, the undersigned contractor verifies its compliance with The Illegal Immigration Reform Enhancements for 2013, stating affirmatively that the individual, firm, or corporation which is contracting with the Gwinnett County Board of Commissioners has registered with and is participating in a federal work authorization program\* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security] to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act, in accordance with the applicability provisions and deadlines established therein.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services or the performance of labor pursuant to this contract with the Gwinnett County Board of Commissioners, contractor will secure from such subcontractor(s) similar verification of compliance with the Illegal Immigration Reform and Enforcement Act on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the Gwinnett County Board of Commissioners at the time the subcontractor(s) is retained to perform such service.

\_\_\_\_\_  
E-Verify \* User Identification Number

\_\_\_\_\_  
Date Registered

\_\_\_\_\_  
Legal Company Name

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City/State/Zip Code

BY: \_\_\_\_\_  
Authorized Officer or Agent  
(Contractor Signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title of Authorized Officer or Agent of Contractor

\_\_\_\_\_  
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE  
\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_ \* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is "E-Verify" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

|                                      |
|--------------------------------------|
| <b>For Gwinnett County Use Only:</b> |
| Document ID # _____                  |
| Issue Date: _____                    |
| Initials: _____                      |





**RP026-23, Provision of On-Demand Fabrication and Installation of Gwinnett Trails Signage on an Annual Contract**

**CODE OF ETHICS AFFIDAVIT**

**PLEASE RETURN THIS FORM COMPLETED WITH YOUR SUBMITTAL. SUBMITTED FORMS ARE REQUIRED PRIOR TO EVALUATION.**

In accordance with Section 54-33 of the Gwinnett County Code of Ordinances the undersigned bidder/proposer makes the following full and complete disclosure under oath, to the best of their knowledge, of the name(s) of all elected officials whom it employs or who have a direct or indirect pecuniary interest in or with the bidder/proposer, its affiliates or its subcontractors:

1. \_\_\_\_\_  
Company Submitting Bid/Proposal

- 2. Please select one of the following:
  - No information to disclose *(complete only section 4 below)*
  - Disclosed information below *(complete section 3 & section 4 below)*

3. If additional space is required, please attach list:

\_\_\_\_\_  
Gwinnett County Elected Official Name

\_\_\_\_\_  
Gwinnett County Elected Official Name

\_\_\_\_\_  
Gwinnett County Elected Official Name

\_\_\_\_\_  
Gwinnett County Elected Official Name

4. BY: \_\_\_\_\_  
Authorized Officer or Agent Signature

Sworn to and subscribed before me this

\_\_\_\_\_  
Printed Name of Authorized Officer or Agent

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Title of Authorized Officer or Agent of Contractor

\_\_\_\_\_  
Notary Public

(seal)

## STANDARD INSURANCE REQUIREMENTS

1. Statutory Workers' Compensation Insurance
  - (a) Employers Liability:
    - ✓ Bodily Injury by Accident - \$100,000 each accident
    - ✓ Bodily Injury by Disease - \$500,000 policy limit
    - ✓ Bodily Injury by Disease - \$100,000 each employee
2. Commercial General Liability Insurance
  - (a) \$500,000 limit of liability per occurrence for bodily injury and property damage
  - (b) The following additional coverage must apply:
    - ✓ 1986 (or later) ISO Commercial General Liability Form
    - ✓ Dedicated Limits per Project Site or Location (CG 25 03 or CG 25 04)
    - ✓ Additional Insured Endorsement (Form B CG 20 10 with a modification for completed operations or a separate endorsement covering Completed Operations)
    - ✓ Blanket Contractual Liability
    - ✓ Broad Form Property Damage
    - ✓ Severability of Interest
    - ✓ Underground, explosion, and collapse coverage
    - ✓ Personal Injury (deleting both contractual and employee exclusions)
    - ✓ Incidental Medical Malpractice
    - ✓ Hostile Fire Pollution Wording
3. Auto Liability Insurance
  - (a) \$500,000 limit of liability per occurrence for bodily injury and property damage
  - (b) Comprehensive form covering all owned, non-owned, leased, hired, and borrowed vehicles
  - (c) Additional Insured Endorsement
  - (d) Contractual Liability
4. Umbrella Liability Insurance - \$1,000,000 limit of liability
  - (a) The following additional coverage must apply
    - ✓ Additional Insured Endorsement
    - ✓ Concurrency of Effective Dates with Primary
    - ✓ Blanket Contractual Liability
    - ✓ Drop Down Feature
    - ✓ Care, Custody, and Control - Follow Form Primary
    - ✓ Aggregates: Apply Where Applicable in Primary
    - ✓ Umbrella Policy must be as broad as the primary policy
5. Gwinnett County Board of Commissioners (and any applicable Authority) should be shown as an additional insured on General Liability, Auto Liability and Umbrella Liability policies.
6. The cancellation should provide 10 days notice for nonpayment and 30 days notice of cancellation.
7. Certificate Holder should read:
  - Gwinnett County Board of Commissioners
  - 75 Langley Drive
  - Lawrenceville, GA 30046-6935
8. Insurance Company, except Worker' Compensation carrier, must have an A.M. Best Rating of A-5 or higher. Certain Workers' Comp funds may be acceptable by the approval of the Insurance Unit.

- European markets including those based in London and domestic surplus lines markets that operate on a non-admitted basis are exempt from this requirement provided that the contractor's broker/agent can provide financial data to establish that a market is equal to or exceeds the financial strengths associated with the A.M. Best's rating of A-5 or better.
9. Insurance Company should be licensed to do business by the Georgia Department of Insurance.
  10. Certificates of Insurance, and any subsequent renewals, must reference specific bid/contract by project name and project/bid number.
  11. The Contractor shall agree to provide complete certified copies of current insurance policy (ies) or a certified letter from the insurance company (ies) if requested by the County to verify the compliance with these insurance requirements.
  12. All insurance coverages required to be provided by the Contractor will be primary over any insurance program carried by the County.
  13. Contractor shall incorporate a copy of the insurance requirements as herein provided in each and every subcontract with each and every Subcontractor in any tier, and shall require each and every Subcontractor of any tier to comply with all such requirements. Contractor agrees that if for any reason Subcontractor fails to procure and maintain insurance as required, all such required Insurance shall be procured and maintained by Contractor at Contractor's expense.
  14. No Contractor or Subcontractor shall commence any work of any kind under this Contract until all insurance requirements contained in this Contract have been complied with and until evidence of such compliance satisfactory to Gwinnett County as to form and content has been filed with Gwinnett County. **The Acord Certificate of Insurance or a preapproved substitute is the required form in all cases where reference is made to a Certificate of Insurance or an approved substitute.**
  15. The Contractor shall agree to waive all rights of subrogation against the County, the Board of Commissioners, its officers, officials, employees, and volunteers from losses arising from work performed by the contractor for the County.
  16. Special Form Contractors' Equipment and Contents Insurance covering owned, used, and leased equipment, tools, supplies, and contents required to perform the services called for in the Contract. The coverage must be on a replacement cost basis. The County will be included as a Loss Payee in this coverage for County owned equipment, tools, supplies, and contents.
  17. The Contractor shall make available to the County, through its records or records of their insurer, information regarding a specific claim related to any County project. Any loss run information available from the contractor or their insurer relating to a County project will be made available to the County upon their request.
  18. Compliance by the Contractor and all subcontractors with the foregoing requirements as to carrying insurance shall not relieve the Contractor and all Subcontractors of their liability provisions of the Contract.
  19. The Contractor and all Subcontractors are to comply with the Occupational Safety and Health Act of 1970, Public Law 91-956, and any other laws that may apply to this Contract.
  20. The Contractor shall at a minimum apply risk management practices accepted by the contractors' industry.

**FAILURE TO RETURN THIS PAGE MAY RESULT IN REMOVAL OF YOUR COMPANY FROM COMMODITY LISTING.**

**RP026-23**

**Buyer Initials: JS**

IF YOU DESIRE TO SUBMIT A "NO BID" IN RESPONSE TO THIS PACKAGE, PLEASE INDICATE BY CHECKING ONE OR MORE OF THE REASONS LISTED BELOW AND EXPLAIN.

- Do not offer this product or service; remove us from your bidder's list for this item only.
- Specifications too "tight"; geared toward one brand or manufacturer only.
- Specifications are unclear.
- Unable to meet specifications
- Unable to meet bond requirements
- Unable to meet insurance requirements
- Our schedule would not permit us to perform.
- Insufficient time to respond.
- Other

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COMPANY NAME \_\_\_\_\_

AUTHORIZED REPRESENTATIVE \_\_\_\_\_

SIGNATURE

**GWINNETT COUNTY  
DEPARTMENT OF FINANCIAL SERVICES – PURCHASING DIVISION  
GENERAL INSTRUCTIONS FOR VENDORS, TERMS AND CONDITIONS**

**\*\*\*ATTENTION\*\*\***

FAILURE TO RETURN THE FOLLOWING DOCUMENTS MAY RESULT IN SUBMITTAL BEING DEEMED NON-RESPONSIVE AND AUTOMATIC REJECTION. THE COUNTY SHALL BE THE SOLE DETERMINANT OF TECHNICALITY VS. NON-RESPONSIVE SUBMITTAL:

1. FAILURE TO USE COUNTY QUOTE/BID/FEE SCHEDULE.
2. FAILURE TO RETURN OR ACKNOWLEDGE APPLICABLE COMPLIANCE/SPECIFICATION SHEETS.
3. FAILURE TO RETURN OR ACKNOWLEDGE APPLICABLE ADDENDA.
4. FAILURE TO PROVIDE INFORMATION ON ALTERNATES OR EQUIVALENTS.
5. FAILURE TO PROVIDE BID BOND, WHEN REQUIRED, WILL RESULT IN SUBMITTAL BEING DEEMED NON-RESPONSIVE AND AUTOMATIC REJECTION. BID BONDS ARE NOT REQUIRED ON ALL SOLICITATIONS. BOND REQUIREMENTS ARE CLEARLY STATED ON THE INVITATION PAGE. IF CLARIFICATION IS NEEDED, CONTACT THE PURCHASING ASSOCIATE LISTED IN THE INVITATION. **IF BONDS ARE REQUIRED, FORMS WILL BE PROVIDED IN THIS SOLICITATION DOCUMENT.**
6. FAILURE TO PROVIDE CONTRACTOR AFFIDAVIT AND AGREEMENT, WHEN REQUIRED, MAY RESULT IN SUBMITTAL BEING DEEMED NON-RESPONSIVE AND REJECTED. THE CONTRACTOR AFFIDAVIT AND AGREEMENT IS NOT REQUIRED ON ALL SOLICITATIONS. IF CLARIFICATION IS NEEDED, CONTACT THE PURCHASING ASSOCIATE LISTED IN THE INVITATION.
7. FAILURE TO PROVIDE AN ETHICS AFFIDAVIT WHEN REQUIRED, MAY RESULT IN SUBMITTAL BEING DEEMED NON-RESPONSIVE AND REJECTED. THE ETHICS AFFIDAVIT IS REQUIRED ON ALL FORMAL SOLICITATIONS OVER \$100,000.00. IF CLARIFICATION IS NEEDED, CONTACT THE PURCHASING ASSOCIATE LISTED IN THE INVITATION.

**I. PREPARATION OF SUBMITTAL**

- A. Each vendor shall examine the drawings, specifications, schedule, and all instructions. Failure to do so will be at the vendor's risk, as the vendor will be held accountable for their submittal.
- B. Each vendor shall furnish all information required by the solicitation form or document. Each vendor shall sign the submittal and print or type his or her name on the quote/bid/fee schedule. The person signing the submittal should initial erasures or other changes. An authorized agent of the vendor must sign the submittal.
- C. Fee schedule pricing should have only two decimal places unless otherwise stated. In the event of a calculation error in total price, the unit pricing prevails.
- D. Except for solicitations for the sale of real property, individuals, firms, and businesses seeking an award of a Gwinnett County contract may not initiate or continue any verbal or written communications regarding a solicitation with any County officer, elected official, employee, or other County representative other than the Purchasing Associate named in the solicitation between the date of the issuance of the solicitation and the date of the final award. The Purchasing Director will review violations. If determined that such communication has compromised the competitive process, the offer submitted by the individual, firm or business may be disqualified from consideration for award. Solicitations for the sale of real property may allow for verbal or written communications with the appropriate Gwinnett County representative.
- E. Sample contracts (if pertinent) are attached. These do NOT have to be filled out with the submittal but are contained for informational purposes only. If awarded, the successful vendor(s) will be required to execute these documents prior to County execution.
- F. Effective July 1, 2013 and in accordance with the Georgia Illegal Immigration Reform Enhancements for 2013, an original signed, notarized and fully completed Contractor Affidavit and Agreement should be included with vendor's submittal, if the solicitation is for the physical performance of services for all labor or service contract(s) that exceed \$2,499.99 (except for services performed by an individual who is licensed pursuant to Title 26, Title 43, or the State Bar of Georgia). Failure to provide the Contractor Affidavit and Agreement with your submittal may result in being deemed non-responsive and automatic rejection.

**II. DELIVERY**

- A. Each vendor should state time of proposed delivery of goods or services.
- B. Words such as "immediate," "as soon as possible," etc. should not be used. The known earliest date or the minimum number of calendar days required after receipt of order (delivery A.R.O.) should be stated. If calendar days are used, include Saturday, Sunday, and holidays in the number.

**III. EXPLANATION TO VENDORS**

Any explanation desired by a vendor regarding the meaning or interpretation of the solicitation, drawings, specifications, etc. must be requested by the question cutoff deadline stated in the solicitation for a reply to reach all vendors before the deadline of the solicitation. Any information

given to a prospective vendor concerning a solicitation will be furnished to all prospective vendors as an addendum to the solicitation if such information is necessary or if the lack of such information would be prejudicial to uninformed vendors. The written solicitation documents supersede any verbal or written communications between the parties. Receipt of addenda should be acknowledged in the submittal. **It is the vendor's responsibility to ensure they have all applicable addenda prior to their submittal.** This may be accomplished by contacting the assigned Purchasing Associate prior to the submittal or visiting the Gwinnett County website.

#### **IV. SUBMISSION OF FORMAL OFFERS/SUBMITTALS**

- A. Formal bid and proposal submittals shall be enclosed in a sealed package or envelope, addressed to the Gwinnett County Purchasing Division with the name of the vendor, the date and hour of opening and the solicitation number on the face of the package or envelope. Facsimile or emailed submittals will not be considered. Any addenda should be enclosed in the sealed envelopes as well.
- B. ADD/DEDUCT: Add or deduct amounts indicated on the outside of the envelope are allowed and will be applied to the lump sum amount. Amount shall be clearly stated and should be initialed by an authorized representative.
- C. Samples of items, when required, must be submitted within the time specified and, unless otherwise specified by the County, at no expense to the County. Unless otherwise specified, samples will be returned at the vendor's request and expense, if items are not destroyed by testing.
- D. Items offered must meet required specifications and must be of a quality that will adequately serve the use and purpose for which intended.
- E. Full identification of each item submitted, including brand name, model, catalog number, etc. must be furnished to identify exactly what the vendor is offering. Manufacturer's literature may be furnished but vendor should not submit excessive marketing material.
- F. The vendor must certify that items to be furnished are new and that the quality has not deteriorated to impair its usefulness.
- G. Unsigned submittals will not be considered except in cases where it is enclosed with other documents that have been signed. The County will determine acceptability in these cases.
- H. Gwinnett County is exempt from federal excise tax and Georgia sales tax regarding goods and services purchased directly by Gwinnett County. Vendors are responsible for federal excise tax and sales tax, including taxes for materials incorporated in county construction projects. Vendors should contact the State of Georgia Sales Tax Division for additional information.
- I. Information submitted by a vendor in the solicitation process shall be subject to disclosure after the public opening in accordance with the Georgia Open Records Act.

#### **V. WITHDRAWAL DUE TO ERRORS**

Vendors must give Gwinnett County Purchasing Division written notice within two (2) business days of completion of the opening stating that they wish to withdraw their submittal without

penalty for an obvious clerical or calculation error. Submittal may be withdrawn from consideration if the price was substantially lower than the other submittals due solely to a mistake therein, provided pricing was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake and was due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of the submittal. The unintentional arithmetic error or omission can be clearly proven through inspection of the original work papers, documents, and materials used in preparing the submittal sought to be withdrawn. The vendor's original work papers shall be the sole acceptable evidence of error and mistake if a vendor elects to withdraw their submittal. If a quote or bid submittal is withdrawn under the authority of this provision, the lowest remaining responsive offer shall be deemed to be low bid.

No vendor who is permitted to withdraw their submittal shall, for compensation, supply any material or labor or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid or proposal was submitted.

Vendors who fail to request withdrawal by the required forty-eight (48) hours may automatically forfeit bid bond if a bond was required. Bid may not be withdrawn otherwise.

Withdrawal is not automatically granted and will be allowed solely at Gwinnett County's discretion.

#### **VI. TESTING AND INSPECTION**

Since tests may require several days for completion, the County reserves the right to use a portion of any supplies before the results of the tests are determined. Cost of inspections and tests of any item that fails to meet the specifications, shall be borne by the vendor.

#### **VII. F.O.B. POINT**

Unless otherwise stated in the request for invitation and any resulting contract, or unless qualified by the vendor, items shall be shipped F.O.B. Destination, Freight Prepaid and Allowed. The seller shall retain title for the risk of transportation, including the filing for loss or damages. The invoice covering the items is not payable until items are delivered and the contract of carriage has been completed. Unless the F.O.B. clause states otherwise, the seller assumes transportation and related charges either by payment or allowance.

#### **VIII. PATENT INDEMNITY**

The vendor guarantees to hold the County, its agents, officers, or employees harmless from liability of any nature or kind for use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used in the performance of the contract, for which the vendor is not the patentee, assignee, or licensee.

#### **IX. BID BONDS AND PAYMENT AND PERFORMANCE BONDS (IF REQUIRED, FORMS WILL BE PROVIDED IN THIS DOCUMENT)**

A five percent (5%) bid bond, a one hundred percent (100%) performance bond, and a one hundred percent (100%) payment bond must be furnished to Gwinnett County for any solicitation as required in the solicitation package or document. **Failure to submit a bid bond with the proper rating will result in submittal being deemed non-responsive.** Bonding company must be authorized to do business in Georgia by the Georgia Insurance Commission, listed in the



Department of the Treasury's publication of companies holding certificates of authority as acceptable surety on Federal bonds and as acceptable reinsuring companies, and have an A.M. Best rating as stated in the insurance requirement of the solicitation. **The bid bond, payment bond, and performance bond must have the proper A.M. Best rating as stated in the solicitation document.**

#### **X. DISCOUNTS**

- A. Time payment discounts may be considered in arriving at net prices and in award of solicitations. Offers of discounts for payment within ten (10) days following the end of the month are preferred.
- B. In connection with any discount offered, time will be computed from the date of delivery and acceptance at destination, or from the date correct invoice or voucher is received, whichever is the later date. Payment is deemed to be made for the purpose of earning the discount on the date of the County check.

#### **XI. AWARD**

- A. Award will be made to either the highest scoring firm (for proposals) or the lowest responsive and responsible vendor (for quotes/bids). The quality of the articles to be supplied, their conformity with the specifications, their suitability to the requirements of the County, and the delivery terms will be taken into consideration in making the award. The County may make such investigations as it deems necessary to determine the ability of the vendor to perform, and the vendor shall furnish to the County all such information and data for this purpose as the County may request. The County reserves the right to reject any submittal if the evidence submitted by, or investigation of such vendor fails to satisfy the County that such vendor is properly qualified to carry out the obligations of the contract.
- B. The County reserves the right to reject or accept any or all offers and to waive technicalities, informalities and minor irregularities in the submittals received.
- C. The County reserves the right to make an award as deemed in its best interest, which may include awarding to a single vendor or multiple vendors; or to award the whole solicitation agreement, only part of the agreement, or none of the agreement, based on its sole discretion of its best interest.
- D. In the event of proposal scores rounded to the nearest whole number result in a tie score, the award will be based on lowest cost.
- E. If proposal negotiations with the highest ranked firm are unsuccessful, the County may then negotiate with the second ranked firm and so on until a satisfactory agreement has been reached.

#### **XII. DELIVERY FAILURES**

Failure of a vendor to deliver within the time specified or within reasonable time as interpreted by the Purchasing Director, or failure to make replacement of rejected articles/services when so requested, immediately or as directed by the Purchasing Director, shall constitute authority for

the Purchasing Director to purchase in the open market articles/services of comparable grade to replace the articles/services rejected or not delivered. On all such purchases, the vendor shall reimburse the County within a reasonable time specified by the Purchasing Director for any expense incurred in excess of the contract prices, or the County shall have the right to deduct such amount from monies owed the defaulting vendor. Alternatively, the County may penalize the vendor one percent (1%) per day for a period of up to ten (10) days for each day that delivery or replacement is late. Should public necessity demand it, the County reserves the right to use or consume articles/services delivered which are substandard in quality, subject to an adjustment in price to be determined by the Purchasing Director.

**XIII. COUNTY FURNISHED PROPERTY**

No material, labor or facilities will be furnished by the County unless so provided in the solicitation package.

**XIV. REJECTION OF SUBMITTALS**

Failure to observe any of the instructions or conditions in this solicitation package may constitute grounds for rejection.

**XV. CONTRACT**

Each submittal is received with the understanding that the acceptance in writing by the County of the offer to furnish any or all the commodities or services described therein shall constitute a contract between the vendor and the County which shall bind the vendor on his part to furnish and deliver the articles quoted at the prices stated in accordance with the conditions of said accepted submittal. The County, on its part, may order from such vendor, except for cause beyond reasonable control, and to pay for, at the agreed prices, all articles specified and delivered.

Upon receipt of a solicitation package containing a Gwinnett County "Sample Contract" as part of the requirements, it is understood that the vendor has reviewed the documents with the understanding that Gwinnett County requires that all agreements between the parties must be entered into via this document. If any exceptions are taken to any part, each must be stated in detail and submitted as part of the vendor's submittal. If no exceptions are stated, it is assumed that the vendor fully agrees to the provisions contained in the "Sample Contract" in its entirety.

Any Consultant as defined in O.C.G.A. §36-80-28 that is engaged to develop or draft specifications/requirements or serve in a consultative role during the procurement process for any County procurement method, by entering into such an arrangement or executing a contract, the consultant agrees to abide by the current state law and: 1) Avoid any appearance of impropriety and shall follow all policies and procedures of the County, 2) Disclose to the County any material transaction or relationship pursuant to §36-80-28, that is considered a conflict of interest, any involvement in litigation or other dispute, relationship, or financial interest not disclosed in the ethics affidavit, and 3) Acknowledge that any violation or threatened violation of the agreement may cause irreparable injury to the County, entitling the County to seek injunctive relief in addition to all other legal remedies.

When the vendor has performed in accordance with the provisions of this agreement, Gwinnett County shall pay to the vendor, within thirty (30) days of receipt of any department approved payment request and based upon work completed or service provided pursuant to the contract, the sum so requested, less the retainage stated in this agreement, if any. If Gwinnett County fails to pay the vendor within sixty (60) days of receipt of a pay request based upon work completed

or service provided pursuant to the contract, the County shall pay the vendor interest at the rate of ½% per month or pro rata fraction thereof, beginning the sixty-first (61<sup>st</sup>) day following receipt of pay requests. The vendor's acceptance of progress payments or final payment shall release all claims for interest on said payment.

The parties agree that this Contract shall be governed and construed in accordance with the laws of the State of Georgia.

**XVI. NON-COLLUSION**

Vendor declares that the submittal is not made in connection with any other vendor's submittal for the same commodity or commodities, and that the submittal is bona fide and is in all respects fair and without collusion or fraud. An affidavit of non-collusion shall be executed by each vendor. Collusion and fraud in submittal preparation shall be reported to the State of Georgia Attorney General and the United States Justice Department.

**XVII. DEFAULT**

The contract may be canceled or annulled by the Purchasing Director in whole or in part by written notice of default to the vendor upon non-performance or violation of contract terms. An award may be made to the next low responsive and responsible bidder, or the next highest scoring responsive and responsible proposer, or articles specified may be purchased on the open market similar to those so terminated. In either event, the defaulting vendor (or their surety) shall be liable to the County for costs to the County in excess of the defaulted contract prices; provided, however, that the vendor shall continue the performance of this contract to the extent not terminated under the provisions of this clause. Failure of the vendor to deliver materials or services within the time stipulated on their offer, unless extended in writing by the Purchasing Director, shall constitute contract default.

**XVIII. TERMINATION FOR CAUSE**

The County may terminate this agreement for cause upon ten days prior written notice to the vendor of the vendor's default in the performance of any term of this agreement. Such termination shall be without prejudice to any of the County's rights or remedies by law.

**XIX. TERMINATION FOR CONVENIENCE**

The County may terminate this agreement for its convenience at any time upon 30 days written notice to the vendor. In the event of the County's termination of this agreement for convenience, the vendor will be paid for those services actually performed. Partially completed performance of the agreement will be compensated based upon a signed statement of completion to be submitted by the vendor, which shall itemize each element of performance.

**XX. SUBSTITUTIONS**

Vendors offering substitutions or who are deviating from the attached specifications shall list such deviations on a separate sheet to be submitted with their offer. The absence of such a substitution list shall indicate that the vendor has taken no exception to the specifications contained herein.

**XXI. INELIGIBLE VENDORS**

The County may choose not to accept the offer by an individual, firm, or business who is in default on the payment of taxes, licenses, or other monies owed to the County. Additionally, vendors or persons placed on an Ineligible Source List for reasons listed in Part 6, Section II of the Gwinnett

County Purchasing Ordinance shall not be eligible to provide any commodities or services to the County during the period such person remains on the Ineligible Source List.

**XXII. PENDING LITIGATION**

An individual, firm, or business that has litigation pending against the County, or anyone representing a firm or business in litigation against the County, not arising out of the procurement process, will be disqualified.

**XXIII. OCCUPATION TAX CERTIFICATE**

Each successful vendor must have a valid Gwinnett County occupation tax certificate if the vendor maintains an office within the unincorporated area of Gwinnett County. Incorporated, out of County, and out of State vendors are required to have any and all certificates necessary to do business in any town, County or municipality in the State of Georgia, or as otherwise required by County ordinance or resolution. Vendors may be required to provide evidence of valid certificates. Out of State vendors are required to have a certificate in the Georgia jurisdiction where they receive the most revenue.

**XXIV. PURCHASING POLICY AND REVIEW COMMITTEE**

The Purchasing Policy & Review Committee has been established to review purchasing procedures and make recommendations for changes; resolve problems regarding the purchasing process; make recommendations for standardization of commodities, schedule buying, qualified products list, annual contracts, supplier performance (Ineligible Source List), and other problems or requirements related to purchasing. The Purchasing Policy & Review Committee has authority to place vendors on the Ineligible Source List for reasons listed in Part 6, Section II of the Gwinnett County Purchasing Ordinance, for a period not to exceed three (3) years.

**XXV. AMERICANS WITH DISABILITIES ACT**

All vendors for Gwinnett County are required to comply with all applicable sections of the Americans with Disabilities Act (ADA) as an equal opportunity employer. In compliance with the Americans with Disabilities Act (ADA), Gwinnett County provides reasonable accommodations to permit a qualified applicant with a disability to enjoy the privileges of employment equal to those employees without disabilities. Disabled individuals must satisfy job requirements for education background, employment experience, and must be able to perform those tasks that are essential to the job with or without reasonable accommodations. Any requests for the reasonable accommodations required by individuals to fully participate in any open meeting, program or activity of Gwinnett County should be directed to the ADA Coordinator, 75 Langley Drive, Lawrenceville, Georgia 30046, 770-822-8165.

**XXVI. ALTERATIONS OF SOLICITATION AND ASSOCIATED DOCUMENTS**

Alterations of County documents are strictly prohibited and will result in automatic disqualification of the vendor's solicitation response. If there are "exceptions" or comments to any of the solicitation requirements or other language, then the firm may make notes to those areas, but may not materially alter any document language.

**XXVII. TAX LIABILITY**

Local and state governmental entities must notify vendors of their use tax liability on public works projects. Under Georgia law, private vendors are responsible for paying a use tax equal to the sales tax rate on material and equipment purchased under a governmental exemption that is incorporated into a government construction project: excluding material and equipment provided

for the installation, repair, or expansion of a public water, gas, or sewer system when the property is installed for general distribution purposes. To the extent the tangible personal property maintains its character (for example, the installation of a kitchen stove), it remains tax-exempt. However, if the installation incorporates the tangible personal property into realty (for example, the installation of sheetrock), it becomes taxable to the private vendor. See O.C.G.A. §48-8-3(2) and O.C.G.A. §48-8-63.

#### **XXVIII. STATE AND FEDERAL LAW REGARDING WORKER VERIFICATION**

Effective July 1, 2013 State Law requires that all who enter into a contract for the physical performance of services for all labor or service contract(s) that exceed \$2,499.99 (except for services performed by an individual who is licensed pursuant to Title 26, Title 43, or the State Bar of Georgia) and that all who enter into a contract for public works as defined by O.C.G.A. §36-91-2(12) for the County, must satisfy the Illegal Immigration Reform Enhancements for 2013 in conjunction with the Federal Immigration Reform and Control Act (IRCA) of 1986, in all manner, and such are conditions of the contract.

The Purchasing Division Director with the assistance of the Internal Audit Division shall be authorized to conduct random audits of a vendor's or subcontractors' compliance with the Illegal Immigration Reform Enhancements for 2013 and the rules and regulations of the Georgia Department of Labor. The vendor and subcontractors shall retain all documents and records of its compliance for a period of five (5) years following completion of the contract or shall abide by the current time requirements at the time of the contract. This requirement shall apply to all contracts for all public works, labor or service contracts that exceed \$2,499.99 except for services performed by an individual who is licensed pursuant to Title 26, Title 43, or the State Bar of Georgia.

Whenever it appears that a vendor's or subcontractor's records are not sufficient to verify the work eligibility of any individual in the employment of such vendor or subcontractor, the Purchasing Director shall report same to the Department of Homeland Security and may result in termination of the contract if it is determined at any time during the work that the vendor or subcontractor is no longer in compliance with worker verification.

By submitting an offer to the County, vendor agrees that, in the event the vendor employs or contracts with any subcontractor(s) in connection with the covered contract, the vendor will secure from the subcontractor(s) such subcontractor(s)' indication of the employee-number category applicable to the subcontractor, as well as attestation(s) from such subcontractor(s) that they follow the Illegal Immigration Reform Enhancements for 2013 in conjunction with all federal requirements. Original signed, notarized Subcontractor Affidavits and Agreements must be maintained by the vendor awarded the contract.

A vendor's or subcontractor's failure to participate in the federal work authorization program as defined above shall be subject to termination of the contract. A vendor's failure to follow Gwinnett County's instruction to terminate a subcontractor that is not participating in the federal work authorization program may be subject to termination of the contract.

#### **XXIX. SOLID WASTE ORDINANCE**

No individual, partnership, corporation, or other entity shall engage in solid waste handling except in such a manner as to conform to and comply with the current Gwinnett County Solid Waste

Ordinance and all other applicable local, state and federal legislation, rules, regulation, and orders.

**XXX. GENERAL CONTRACTORS LICENSE**

Effective July 1, 2008: All General Contractors must have a current valid license from the State Licensing Board for Residential and General Contractors, unless specifically exempted from holding such license pursuant to Georgia law (O.C.G.A. §43-41-17).

**XXXI. PRODUCTS MANUFACTURED IN GEORGIA**

When contracting for or purchasing supplies, materials, equipment, or agricultural products that exceeds \$100,000.00, excluding beverages for immediate consumption, Gwinnett County shall give preference as far as may be reasonable and practicable to such supplies, materials, equipment, and agricultural products as may be manufactured or produced in this state. Such preference shall not sacrifice quality. Gwinnett County Board of Commissioners shall consider, among other factors, information submitted by the vendor which may include the vendor's estimate of the multiplier effect on gross state domestic product and the effect on public revenues of the state and the effect on public revenues of political subdivisions resulting from acceptance of an offer to sell Georgia manufactured or produced goods as opposed to out-of-state manufactured or produced goods. Any such estimates shall be in writing. (O.C.G.A. §36-84-1).

**XXXII. INDEMNIFICATION**

To the fullest extent permitted by law, the vendor shall, at his sole cost and expense, indemnify, defend, satisfy all judgments, and hold harmless the County, its commissioners, officers, agents, and employees from and against all claims, damages, actions, judgments, costs, penalties, liabilities, losses and expenses, including, but not limited to, attorney's fees arising out of or resulting from the performance of the work, provided that any such claim, damage, action, judgment, cost, penalty, liability, loss or expense (1) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom, and (2) is caused in whole or in part by the negligent acts, errors by any act or omission of the vendor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless whether such claim is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any of the rights or obligations of indemnity which would otherwise exist as to any party or person described in this agreement. In any and all claims against the County, its commissioners, officers, agents, and employees by any employee of the vendor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation contained herein shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the vendor or any subcontractor under Worker's Compensation Acts, disability benefit acts, or other employee benefit acts.

Vendor shall also indemnify, hold harmless, insure, and defend the County for damages, losses, or expenses to the extent caused by or resulting from the negligence, recklessness, or intentionally wrongful conduct of the vendor or other persons employed or utilized by the vendor in the performance of a contract that utilizes survey services.

**XXXIII. CODE OF ETHICS**

Vendors shall disclose under oath the name of all elected officials whom it employs or who have a direct or indirect pecuniary interest in the business entity, its affiliates, or its subcontractors. (This shall not apply to informal purchases as defined by the Purchasing Ordinance.) The vendor shall execute a Code of Ethics affidavit. Failure to submit the affidavit during the procurement process shall render the offer non-responsive.

Any business entity holding a contract with Gwinnett County that after execution of the contract or issuance of the purchase order employs, subcontracts with, or transfers a direct or indirect pecuniary interest in the business entity to an elected official shall within five (5) days disclose such fact in writing under oath to the Clerk of the Board of Commissioners. Failure to comply, or vendors submitting false information or omitting material information shall be referred to the Purchasing Policy & Review Committee for action pursuant to the Purchasing Ordinance or to the District Attorney for possible criminal prosecution. Note: See Gwinnett County Code of Ethics Ordinance EO2011, Sec. 54-33. The ordinance is available to view in its entirety at [www.gwinnettcountry.com](http://www.gwinnettcountry.com).

**XXXIV. ELECTRONIC PAYMENT**

Vendors accepting procurements should select one of Gwinnett County's electronic payment options.

- A. A vendor may select ePayables payment process which allows acceptance of Gwinnett County's virtual credit card as payment for outstanding invoices. The authorized vendor representative must send an email to: [vendorelectronicpayment@gwinnettcountry.com](mailto:vendorelectronicpayment@gwinnettcountry.com) and indicate the desire to enroll in Gwinnett County's virtual credit card payment process.
- B. A vendor may select Direct Deposit payment process and the payment will be deposited directly into an account at their designated financial institution. To securely enroll in Direct Deposit, either access your online [Vendor Login and Registration](#) on the County's web site and update the requested information on the Direct Deposit tab or mail a [Direct Deposit Authorization Agreement](#) form.

The County will send a Payment Advice notification via email for both payment types. For more information about Electronic Payments, please visit the Gwinnett County Treasury Division page or click here -> [Gwinnett County Electronic Payments](#).

**DIRECTIONS TO GJAC BUILDING FROM I-85**







Take I-85 to Georgia Highway 316 (Lawrenceville/Athens exit). Exit Highway 120 (Lawrenceville/Duluth exit) and turn right. At seventh traffic light, turn right onto Langley Drive. Cross Highway 29 through the traffic light and proceed through the roundabout. Visitors can either proceed to the front parking area on the left or to the parking deck behind the building. Click [here](#) for additional information about parking. The Purchasing Division is located on the second floor, West Wing.

EXHIBIT A



*HARRIS GREENWAY TRAIL*

**COLORS:**

-  PANTONE 376
-  PANTONE 7740
-  PANTONE 7484
-  PANTONE Cool Gray 6
-  PANTONE Cool Gray 10
-  PANTONE 000c

All painted colors will use AzkoNobel paint system matched to colors above.



*HARRIS  
GREENWAY  
TRAIL*

**PAGE 1**

**Install Date:  
TBD**

**REVISIONS**

07/11/2022 – 6th REV  
05/25/2022 – 5th REV  
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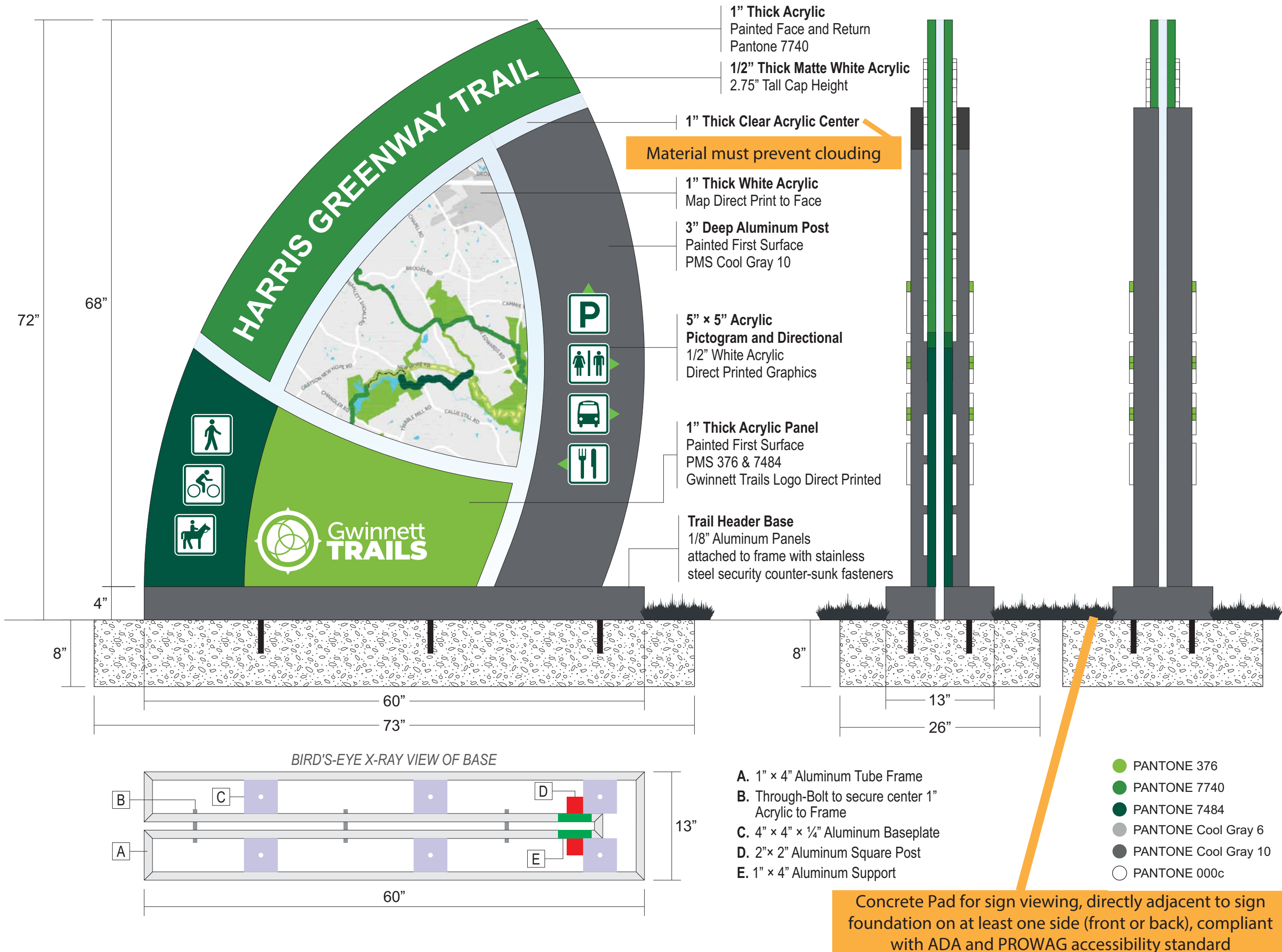
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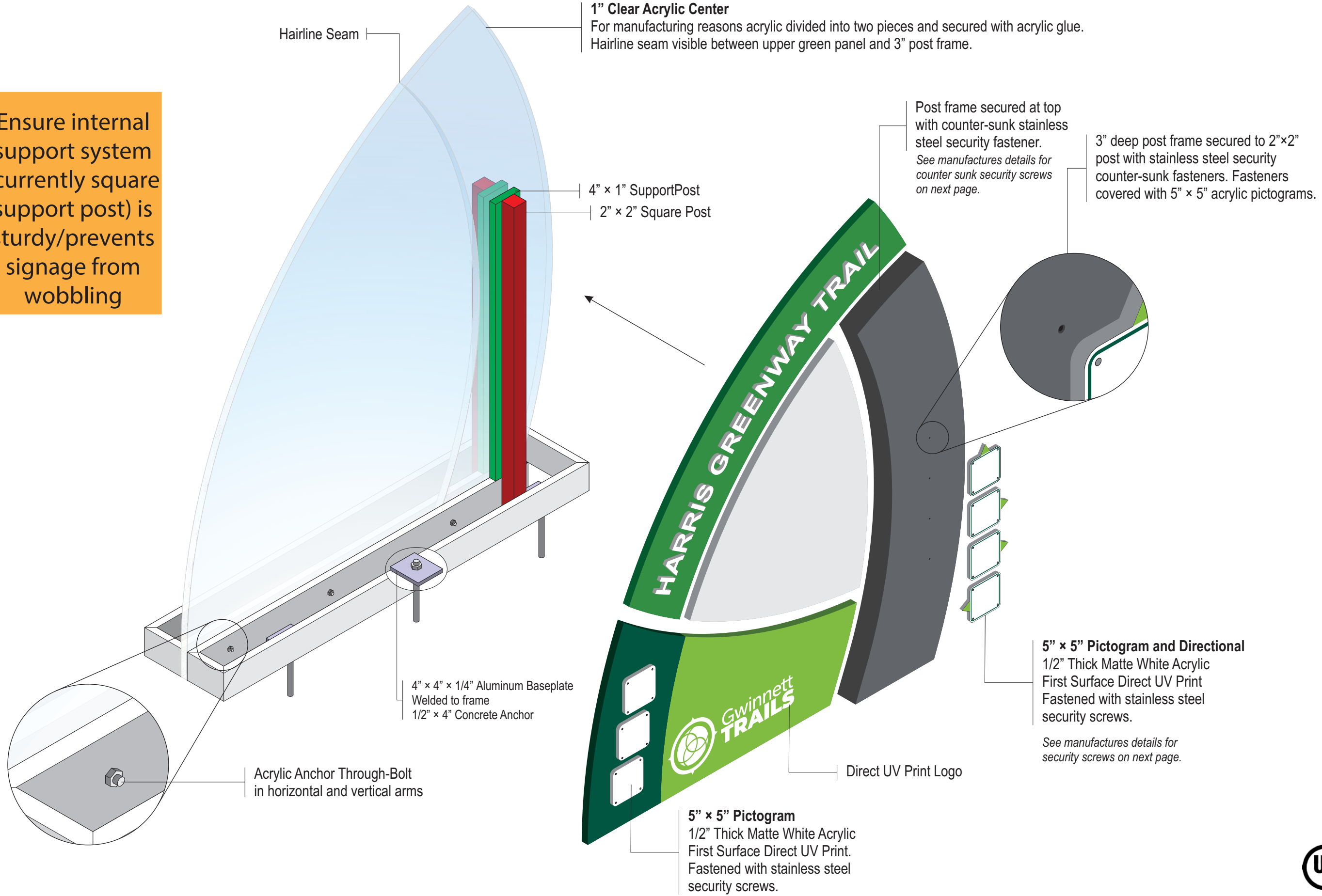
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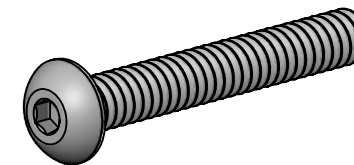
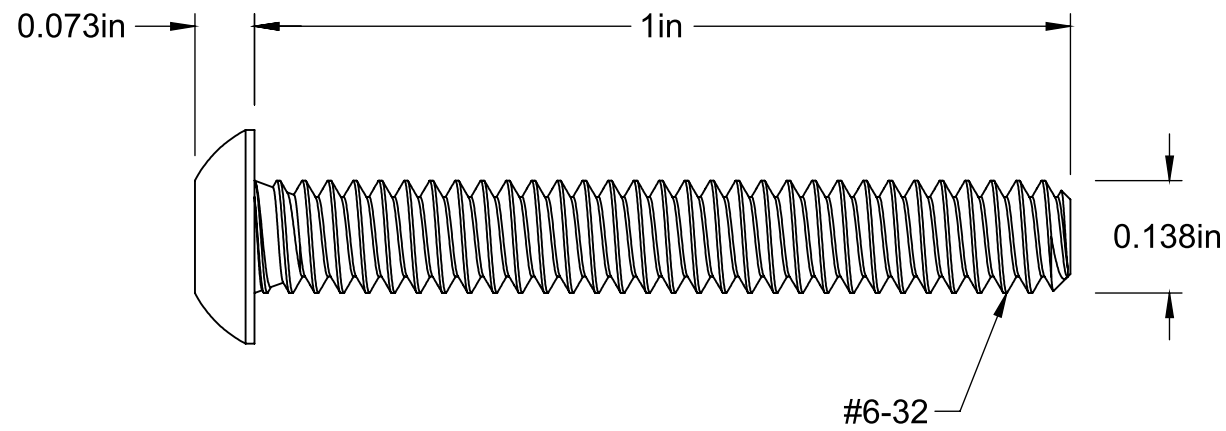
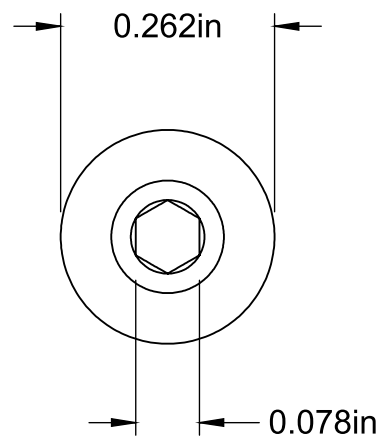
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Ensure internal support system (currently square support post) is sturdy/prevents signage from wobbling





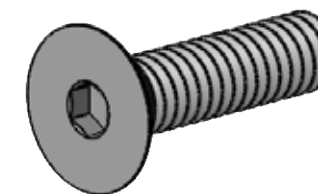
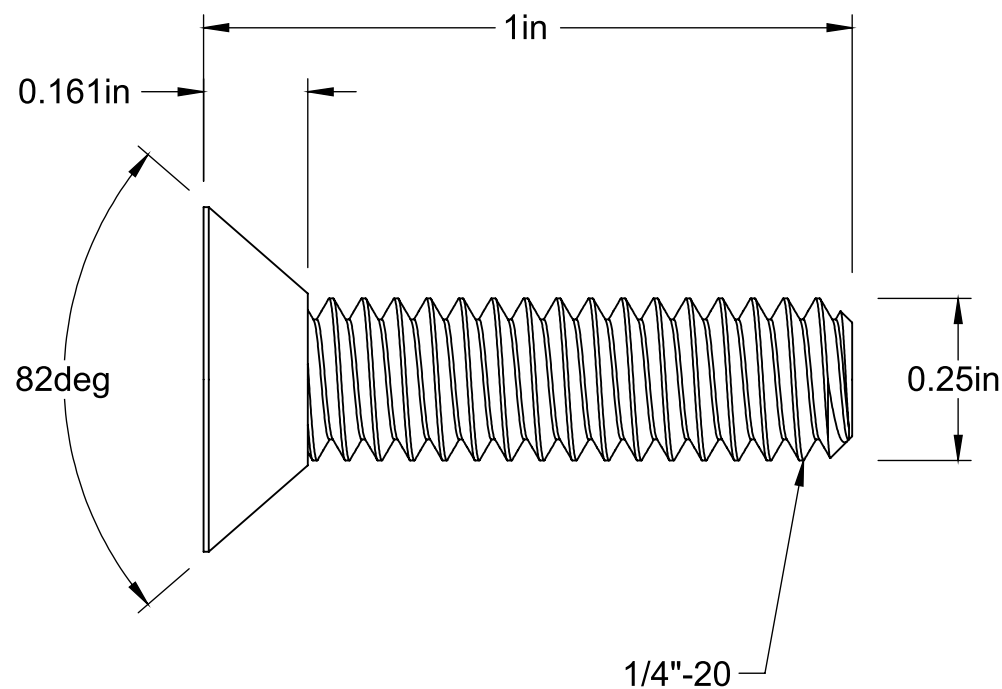
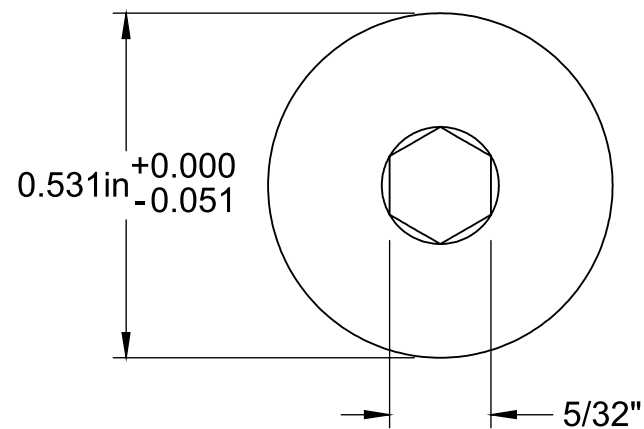
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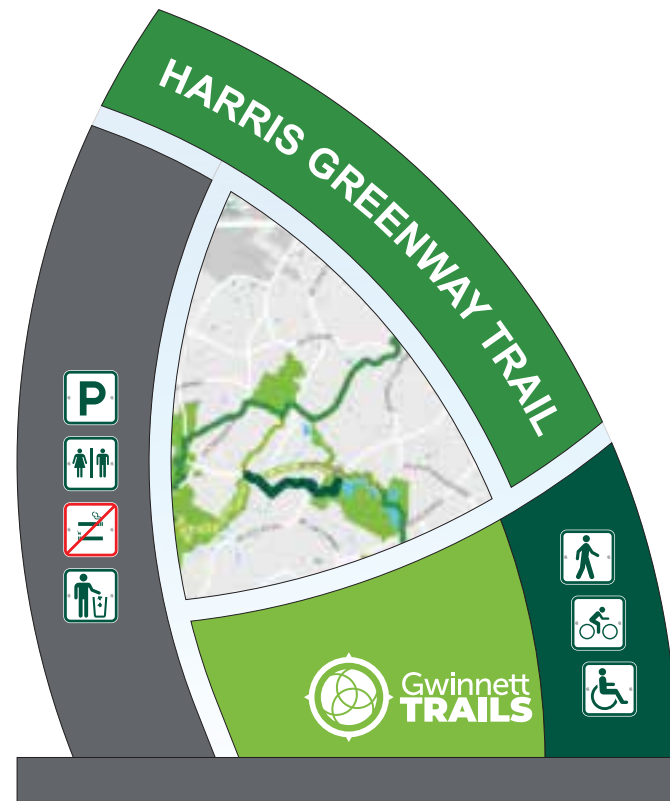
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MAPS, DIRECTIONAL ARROWS AND PICTOGRAMS TO BE CONFIRMED FOR EACH INSTALLATION



SIDE A



SIDE B

TH-1



SIDE A

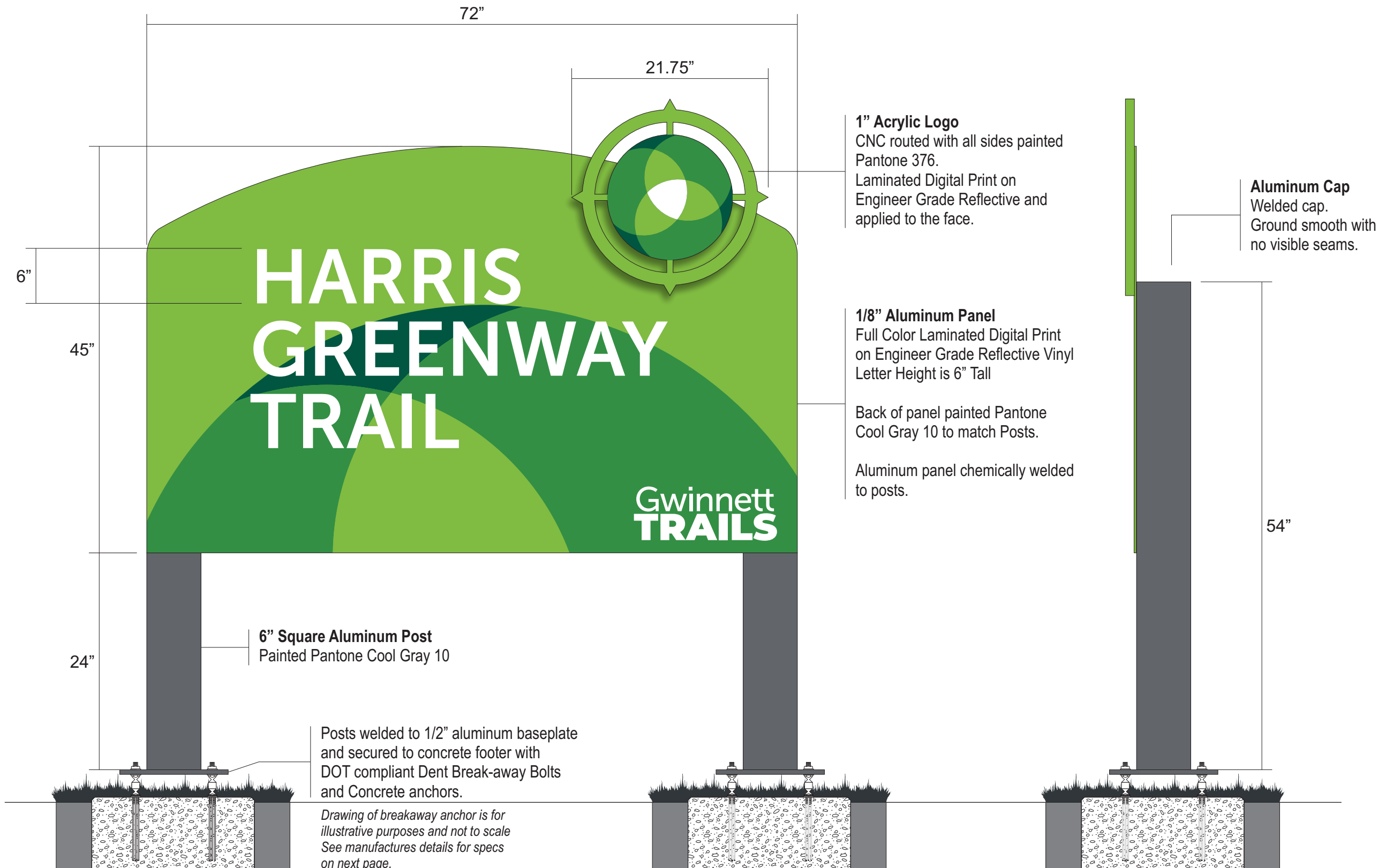


SIDE B

TH-2



- PANTONE 376
- PANTONE 7740
- PANTONE 7484
- PANTONE Cool Gray 6
- PANTONE Cool Gray 10
- PANTONE 000c



**HARRIS GREENWAY TRAIL**

**R**  
**ROADSIDE SIGN**  
**QTY: x1**  
**Location: R-1**

**PAGE 6**

**Install Date: TBD**

**REVISIONS**

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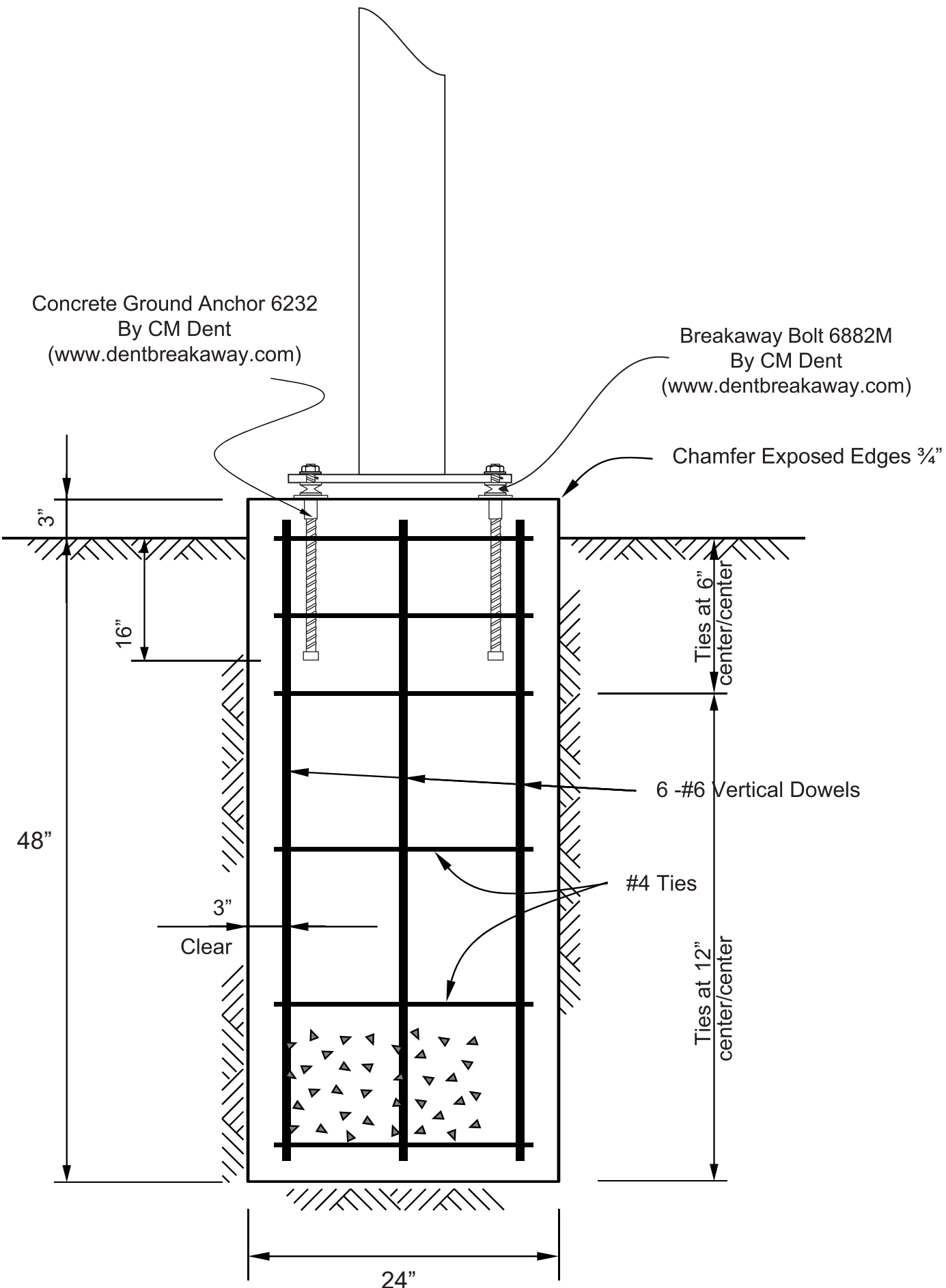
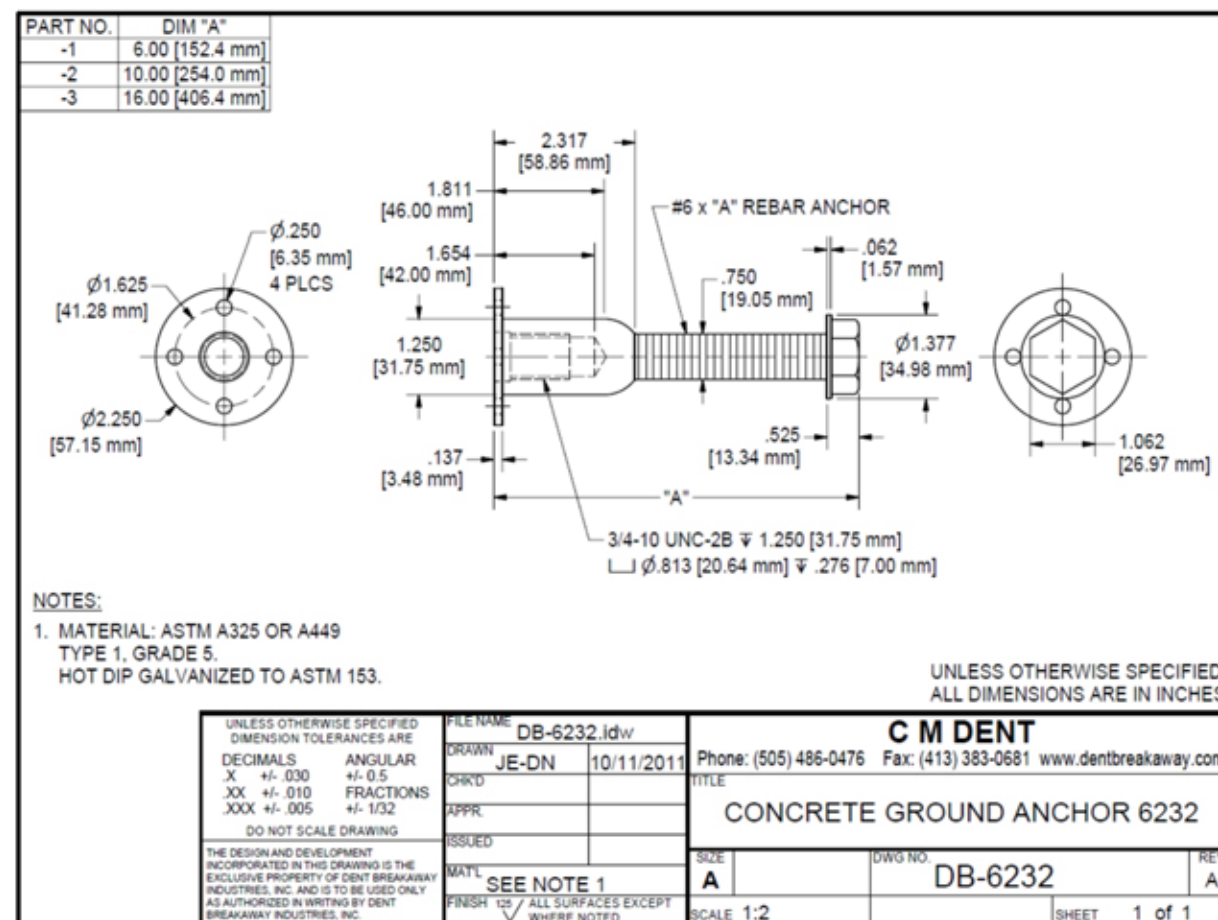
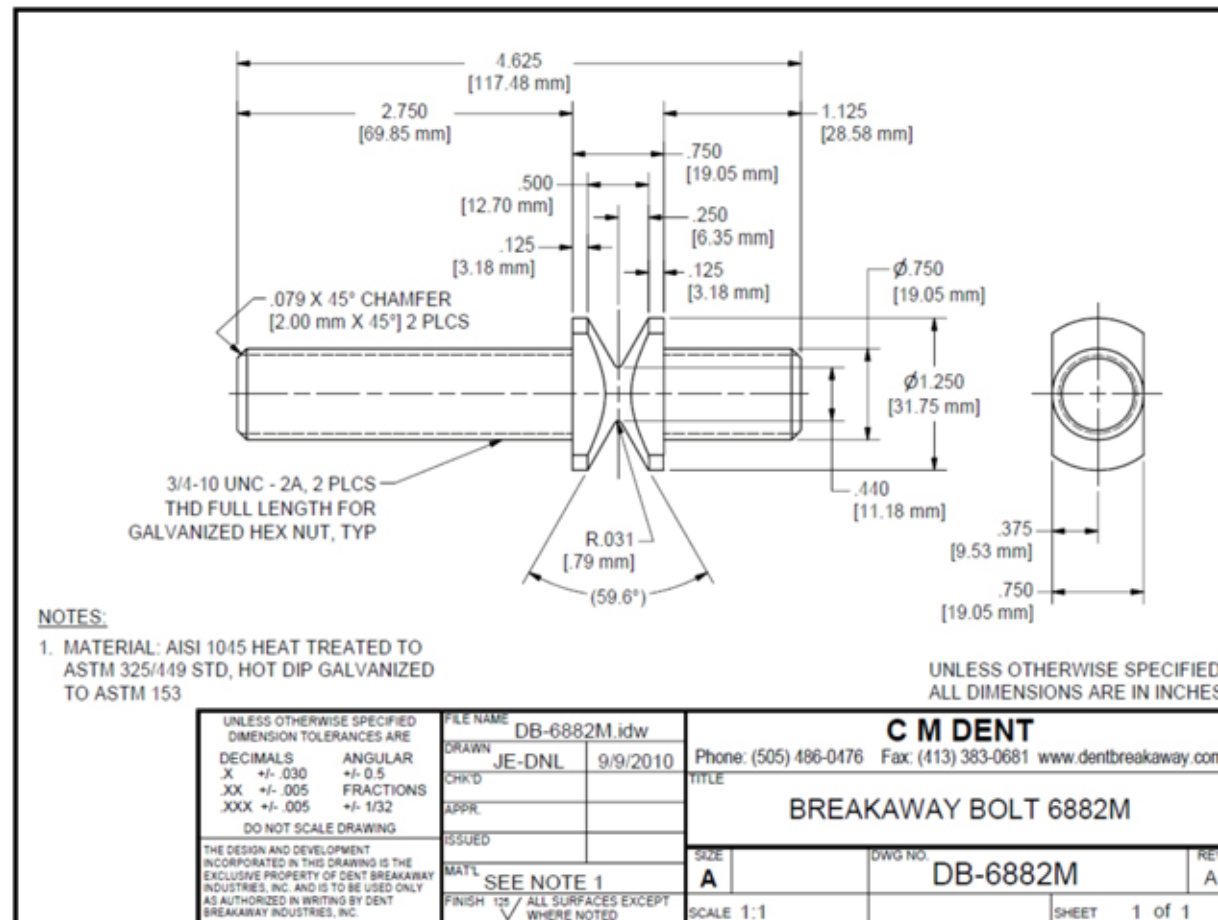
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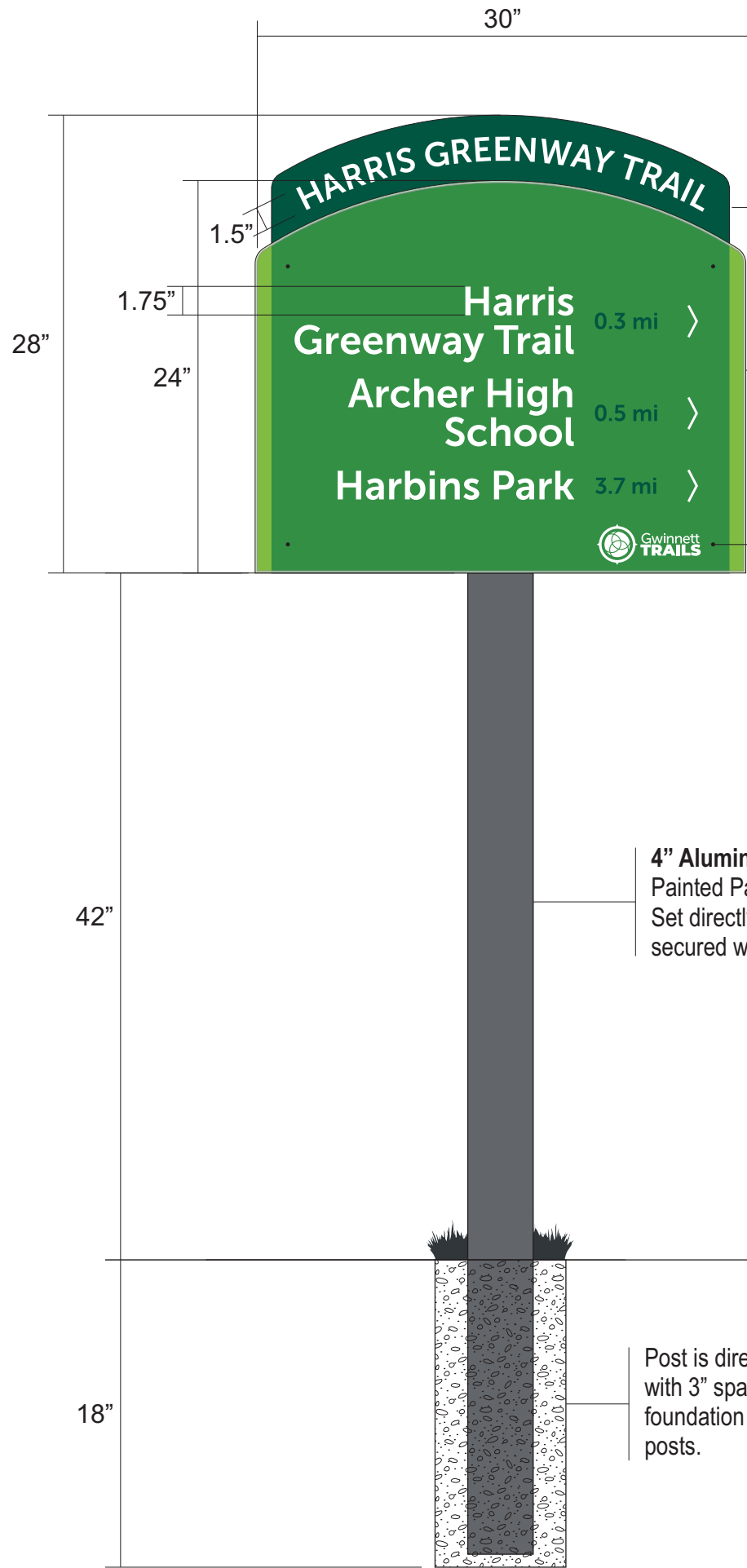


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**1/8" Thick Aluminum Backer**  
 Painted sides Pantone 7484  
 Mounted to post with counter sunk stainless steel screws  
 Direct Print First Surface Copy

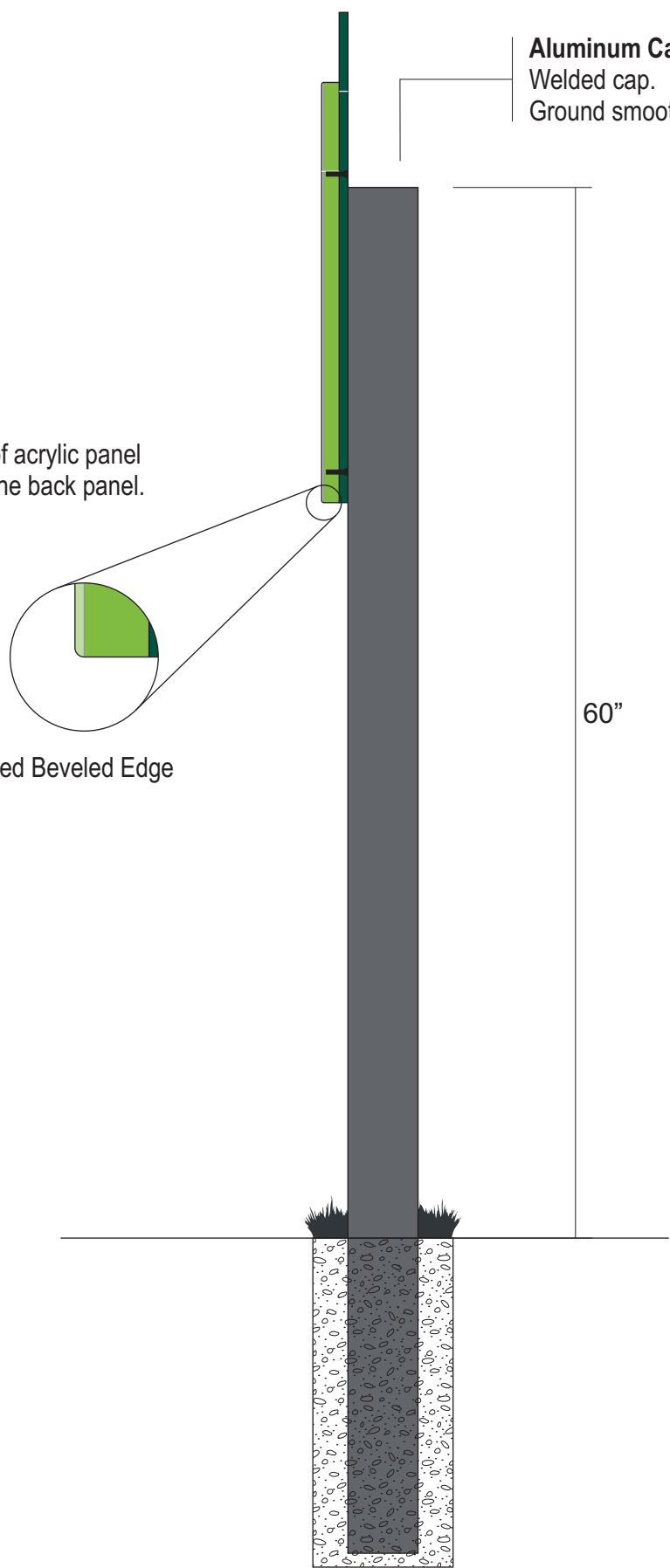
**1" Thick Acrylic Panel**  
 Painted Second Surface Pantone 7740 with 1" strip on sides painted Pantone 376  
 Direct UV Print First Surface Copy with Protective Clear Coat Finish Applied

**Secured Fastener**  
 Threaded Rivnut Grip on second surface of acrylic panel with counter sunk security screw through the back panel.  
 Painted to match back panel (PMS 7484)

**4" Aluminum Square Post**  
 Painted Pantone Cool Gray 10  
 Set directly into ground and secured with concrete.

Post is direct buried 18" into ground with 3" space on all sides. Concrete foundation poured in place around posts.

- PANTONE 376
- PANTONE 7740
- PANTONE 7484
- PANTONE Cool Gray 6
- PANTONE Cool Gray 10
- PANTONE 000c



**Aluminum Cap**  
 Welded cap.  
 Ground smooth with no visible seams.

1/8" Rounded Beveled Edge



**HARRIS GREENWAY TRAIL**

**DW T2**  
 DIRECTIONAL AND WAYFINDING

**QTY: x6**

**PAGE 8**

**Install Date: TBD**

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DW T2-1



DW T2-2



DW T2-3



DW T2-4



DW T2-5



DW T2-6



- PANTONE 376
- PANTONE 7740
- PANTONE 7484
- PANTONE Cool Gray 6
- PANTONE Cool Gray 10
- PANTONE 000c



Exposed Anchor Bolts

**1/8" Aluminum Panels**  
Painted First Surface  
Pantone Cool Gray 10  
Secured to posts with anchor bolts

**Interchangeable Rules Panel**  
Print ready artwork to be provided for each installation

**27" x 39" Inset Exterior Grade Cabinet**  
24" x 36" Viewable Window Keylock Entry  
Weather Resistant  
Mounted to Interior 2 x 2 crossbar

**Oracal 951 Premium Cast Vinyl**  
724 Ice Grey to Match Pantone Cool Gray 6

**4" Square Aluminum Post**  
Painted Pantone Cool Gray 6

Post is direct buried 18" into ground with 3" space on all sides. Concrete foundation poured in place around posts.



**HARRIS GREENWAY TRAIL**

**RR RULES AND REGULATIONS**

**QTY: x2**  
**LOCATION: RR-1 & RR-2**

**PAGE 10**

**Install Date: TBD**

**REVISIONS**

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**39" x 27" Enclosed Cabinet**

36" x 24" Viewable Window  
Key Locking Door  
Weather Resistant  
Recessed to sit flush with aluminum face  
Secured with fasteners to 2" tube cross bars

**1/8" Thick Aluminum Back Panel**

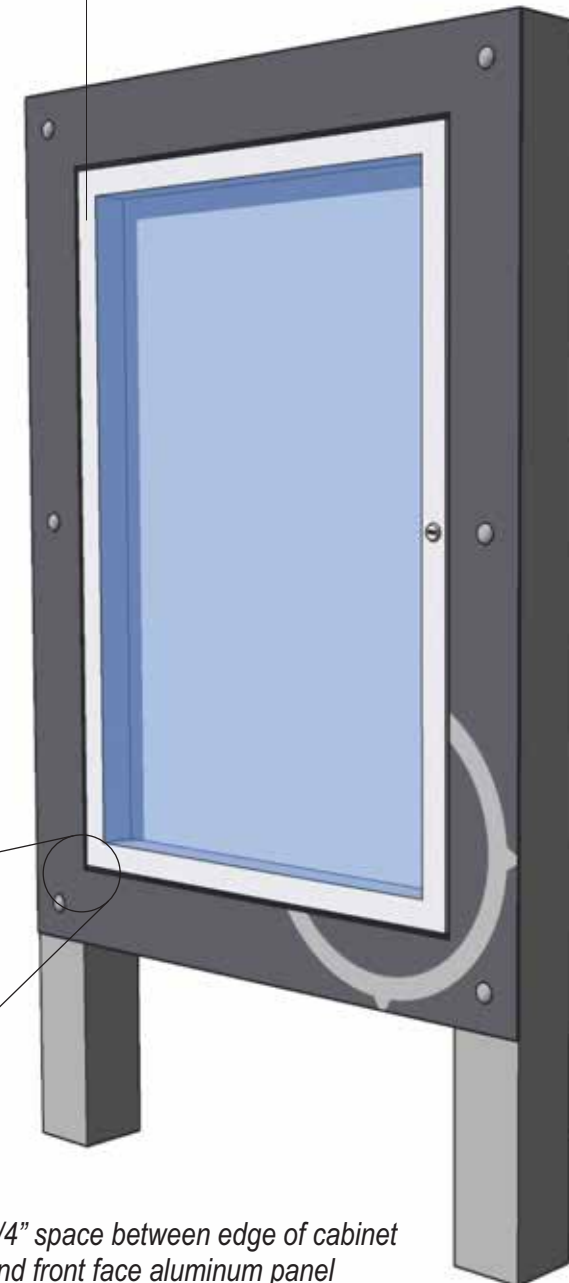
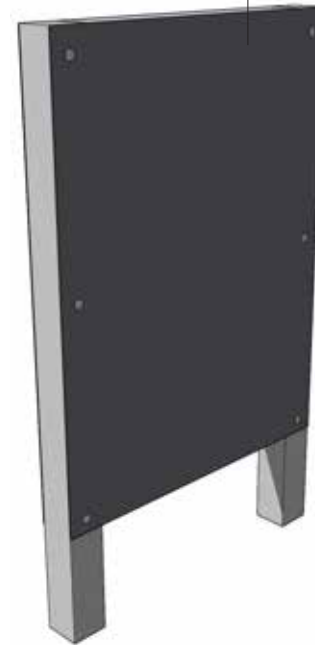
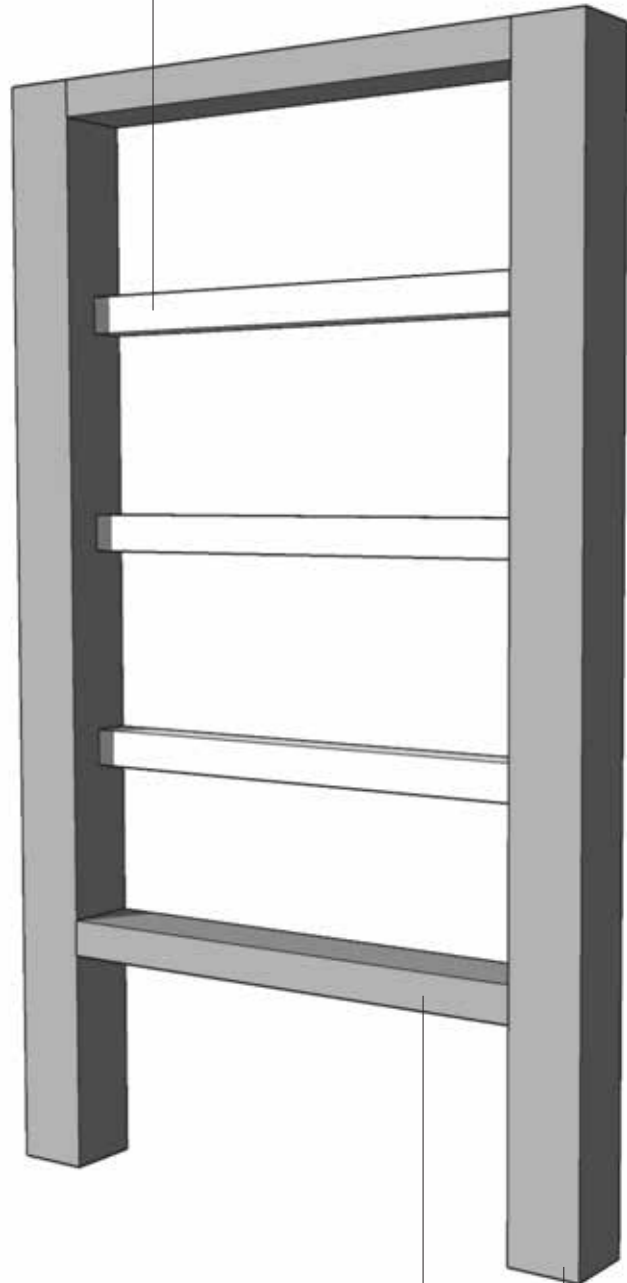
Painted Pantone Cool Gray 10c  
Attached to posts with anchor bolts

**1/8" Thick Aluminum Panel Face**

Painted Pantone Cool Gray 10c  
27.5" x 39.5" opening for enclosed cabinet to be fitted.  
Attached to posts with anchor bolts

**2" x 2" Aluminum Tube Cross Bars**

Welded between the 4" Square Posts  
Positioned flush to back edge of posts  
to allow for cabinet to be recessed.



**2" x 4" Aluminum Tube Framing**

at top and bottom edges of sign  
Painted Pantone Cool Gray 6c  
to match 4" square posts.

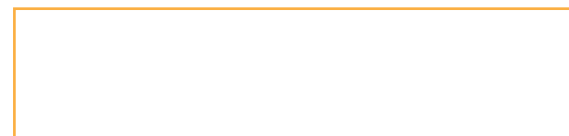
**4" Square Aluminum Post**

Painted Pantone Cool Gray 6c  
Direct buried into ground and  
set with concrete (See Pg. 9)

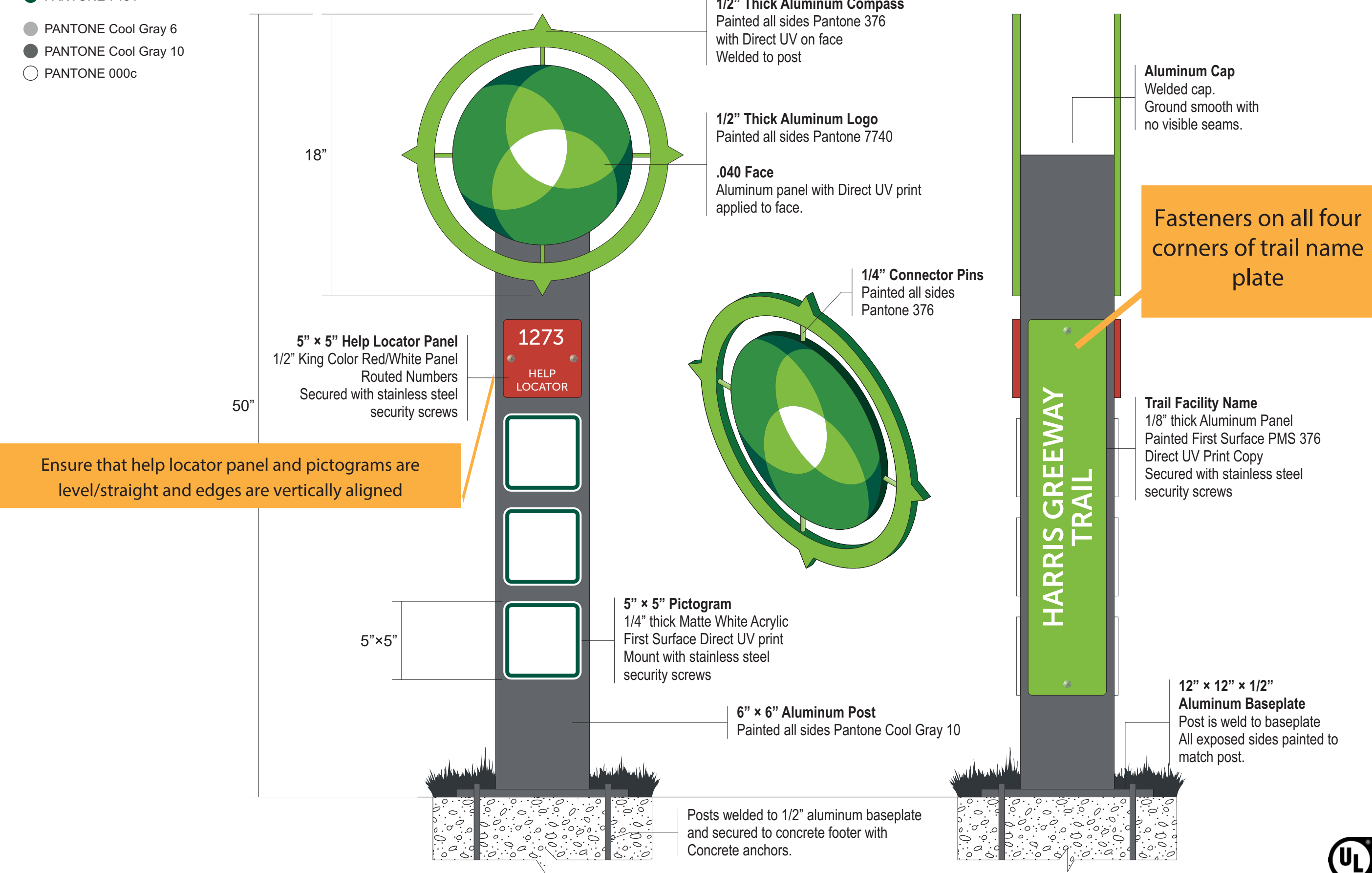
**Oracal 951 Premium Cast Vinyl**

724 Ice Grey to Match Pantone Cool Gray 6

1/4" space between edge of cabinet  
and front face aluminum panel



- PANTONE 376
- PANTONE 7740
- PANTONE 7484
- PANTONE Cool Gray 6
- PANTONE Cool Gray 10
- PANTONE 000c



**HARRIS GREENWAY TRAIL**

**MM MILE MARKER**

**QTY: x6**

**PAGE 12**

**Install Date: TBD**

**REVISIONS**

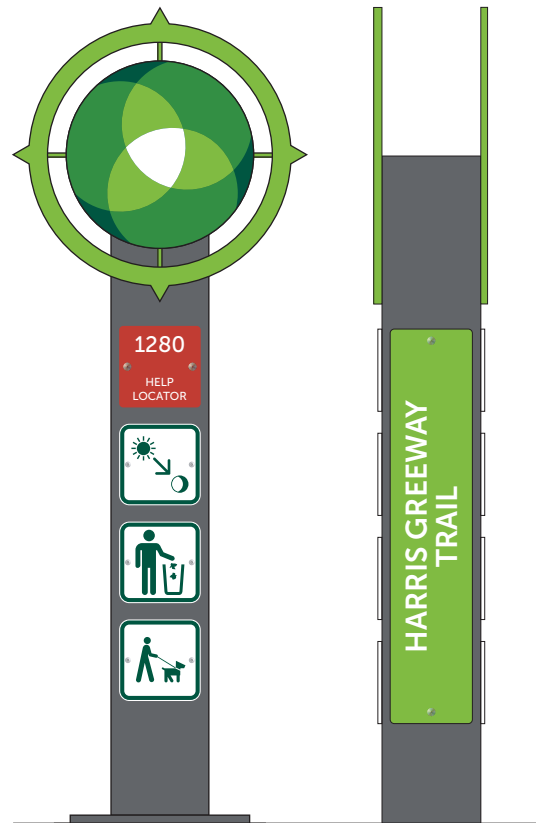
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- 04/18/2022 – 4th REV



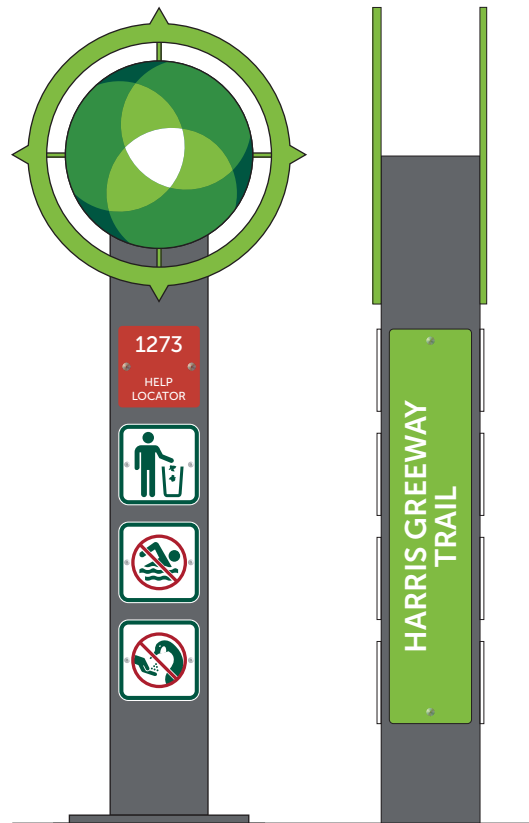
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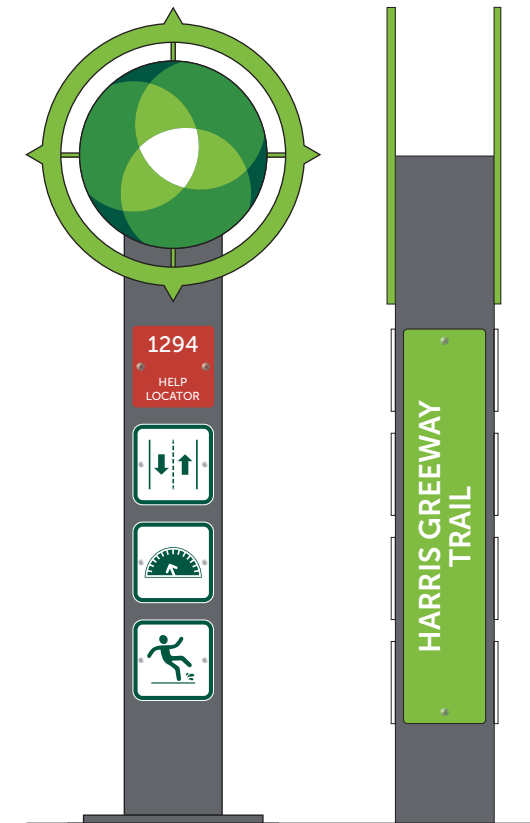




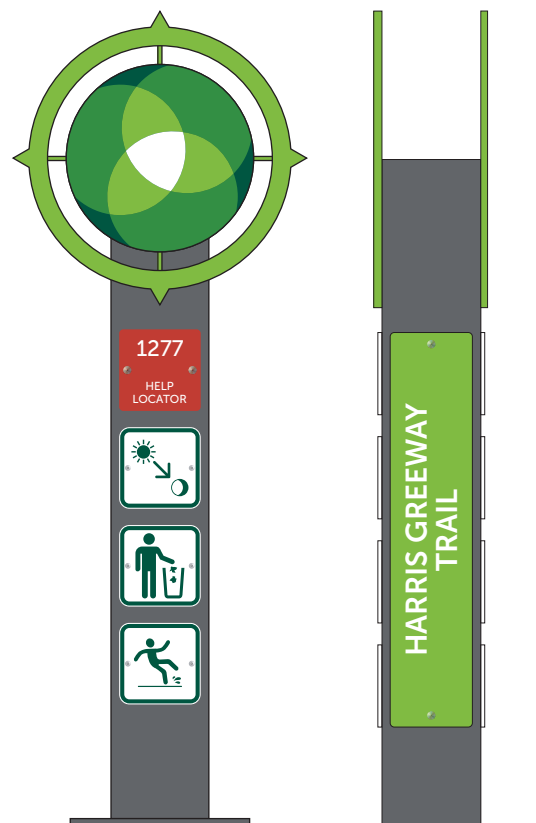
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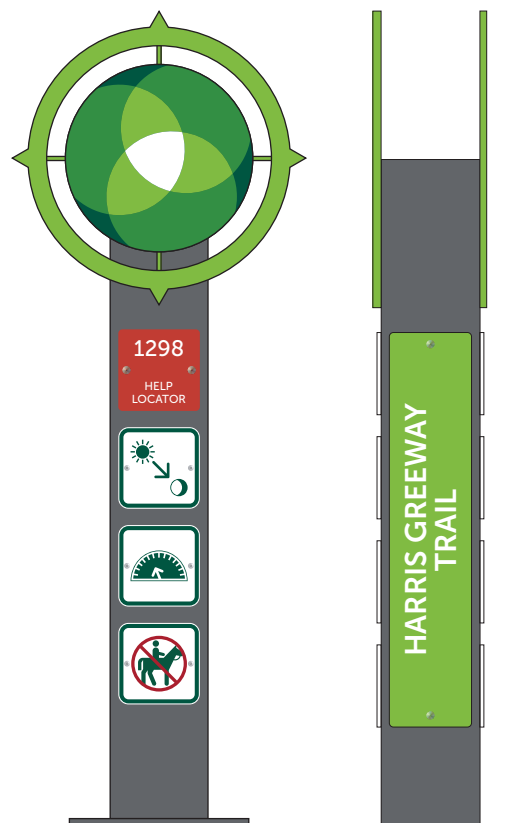
MM-2



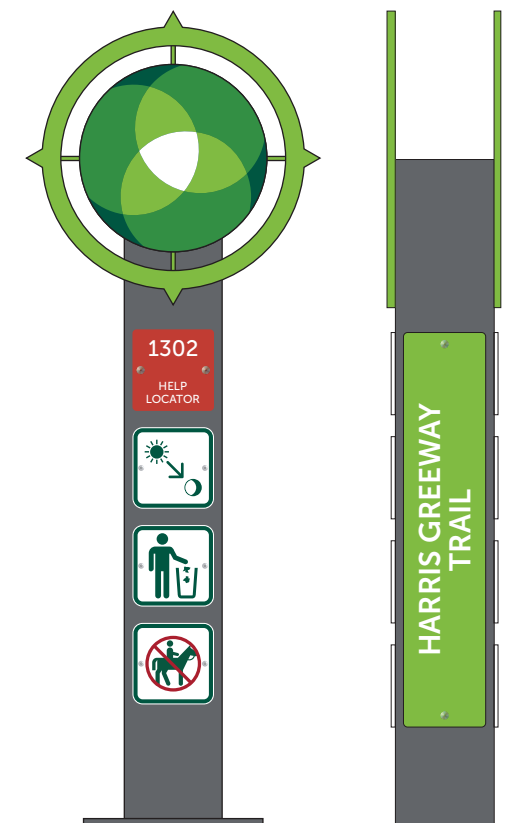
MM-3



MM-4



MM-5



MM-6



HARRIS  
GREEWAY  
TRAIL

**MM**  
MILE  
MARKERS

LOCATIONS

PAGE 13

Install Date:  
TBD

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05/25/2022 – 5th REV  
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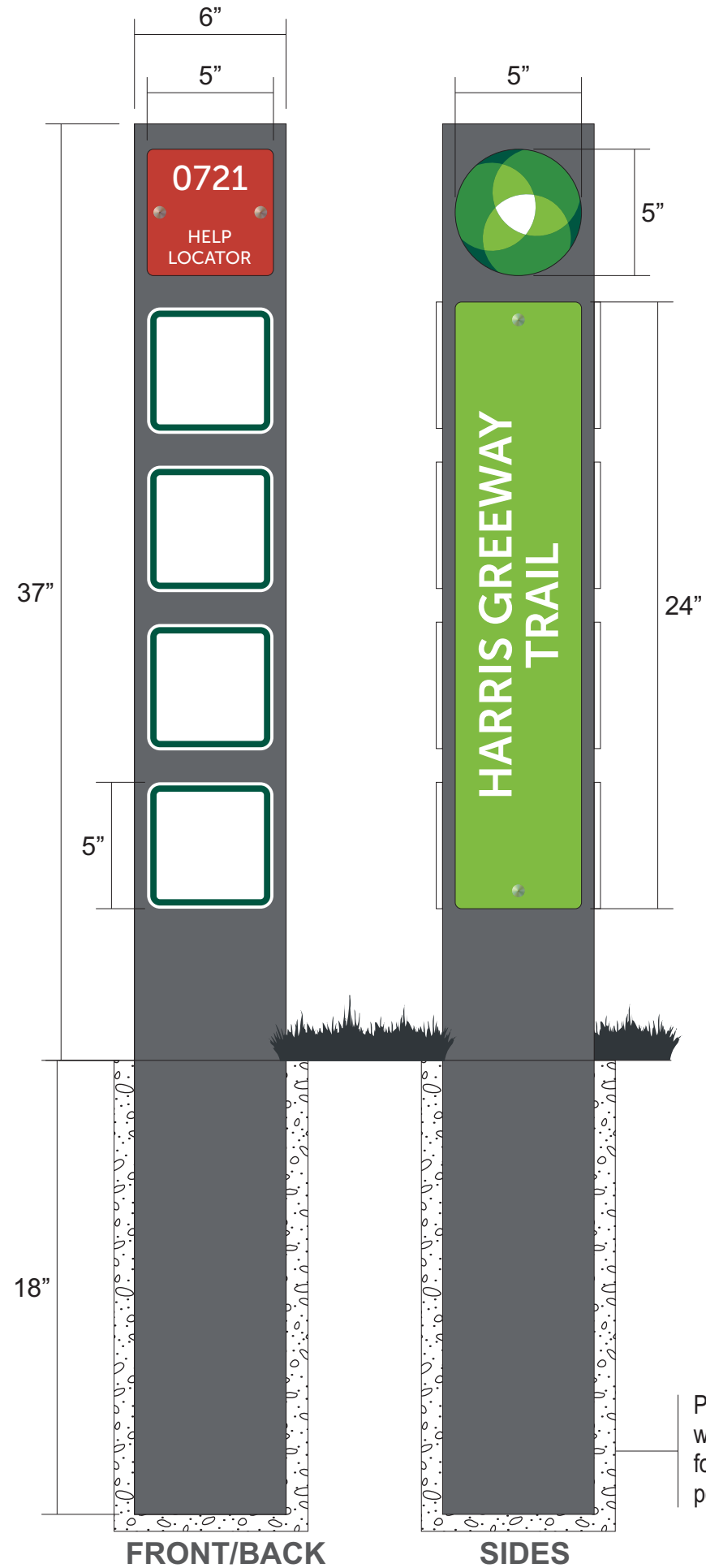
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- PANTONE 376
- PANTONE 7740
- PANTONE 7484
- PANTONE Cool Gray 6
- PANTONE Cool Gray 10
- PANTONE 000c



Post is direct buried 18" into ground with 3" space on all sides. Concrete foundation poured in place around posts.

**5" x 5" Help Locator Panel**  
 1/2" King Color Red/White Panel  
 Routed Numbers  
 Secured with stainless steel security screws

**5" x 5" Pictogram**  
 1/4" Thick Matte White Acrylic  
 First Surface Direct UV Print  
 Pantone 7484 Pictogram  
 Secured with stainless steel security screws

**6" Square Aluminum Post**  
 Painted first surface  
 Pantone Cool Gray 10  
 Direct Bury. Pour in place.

**1/8" Aluminum Logo**  
 Direct UV Print on  
 Aluminum Disk

**1/8" Aluminum Plaque**  
 First Surface Painted  
 Pantone 376  
 Direct UV Print Copy  
 Secured with stainless steel security screws

Fasteners on all four corners of trail name plate

ISOMETRIC VIEW



HARRIS  
GREENWAY  
TRAIL

HL  
HELP  
LOCATOR

QTY:  
x27

PAGE 14

Install Date:  
TBD

REVISIONS

- 07/11/2022 – 6th REV
- 05/25/2022 – 5th REV
- 04/18/2022 – 4th REV



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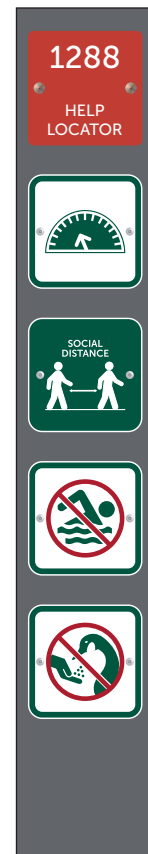
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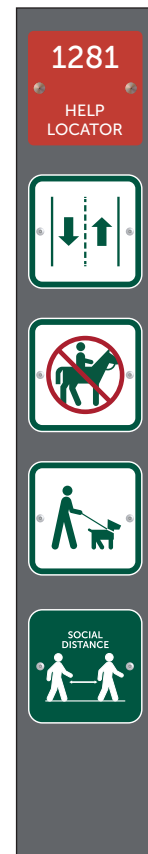
HL-1



HL-2



HL-3



HL-5



HL-6



HL-7



HL-9



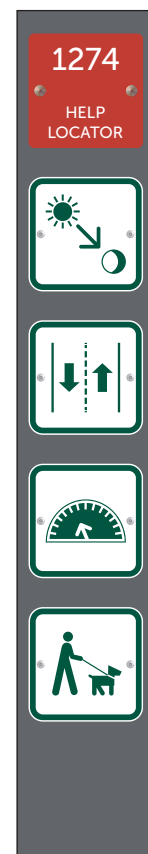
HL-10



HL-11



HL-13



HL-14



HL-15



HARRIS GREENWAY TRAIL

HL HELP LOCATOR

LOCATIONS 1

PAGE 15

Install Date: TBD

REVISIONS

- 07/11/2022 – 6th REV
- 05/25/2022 – 5th REV
- 04/18/2022 – 4th REV



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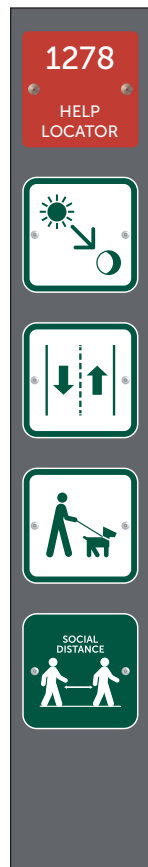
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HL-16



HL-18



HL-19



HL-20



HL-22



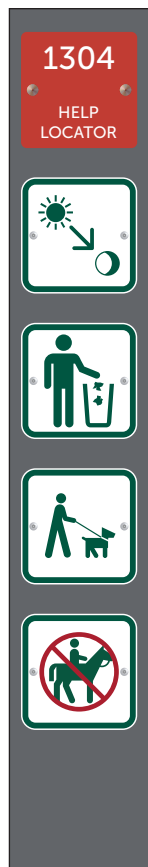
HL-23



HL-24



HL-26



HL-27



HL-28



HL-29



HL-30



HARRIS GREENWAY TRAIL

HL HELP LOCATOR

LOCATIONS 2

PAGE 16

Install Date: TBD

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HL-31



HL-32



HL-33